

PROPOSED AGENDA  
COUNCIL MEETING  
October 18, 2011  
7:00 PM

CALL TO ORDER – Mayor Sammy Phillips  
PLEDGE OF ALLEGIANCE  
INVOCATION

ADOPTION OF AGENDA AND CONSENT ITEMS

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PUBLIC COMMENT

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City Council

Mayor

City Attorney

City Manager

CLOSED SESSION – For the purpose of discussing property acquisition (1000 Henderson Drive) and for personnel matters, pursuant to General Statute 143-318.11.

## COUNCIL MINUTES

### SPECIAL WORKSHOP MEETING

October 4, 2011

A special workshop meeting of the City Council of the City of Jacksonville was held Tuesday, October 4, 2011 beginning at 6:00 PM in Meeting Rooms A and B of the Jacksonville City Hall. Present were: Mayor Sammy Phillips, presiding; Mayor Pro-Tem Michael Lazzara and Council Members: Jerry A. Bittner, Fannie K. Coleman, Randy Thomas, Bob Warden, and Jerome Willingham. Also present were: Richard Woodruff, City Manager; Ron Massey, Assistant City Manager; Gayle Maides, Interim Finance Director; Glenn Hargett, Communications and Community Affairs Director; Mike Yaniero, Police Chief; Rick McIntyre, Fire Chief; Earl Bunting, ITS Director; Grant Sparks, Public Services Director; Reggie Goodson, Planning and Development Services Director; Carmen Miracle, City Clerk; and John Carter, City Attorney. \*An audio recording of the Council Meeting is presently available for review in the City Clerk's Office.

#### CALL TO ORDER

Mayor Sammy Phillips called the meeting to order at 6:10 PM.

#### ADOPTION OF AGENDA

A motion was made by Mayor Pro-Tem Lazzara, seconded by Council Member Coleman, and unanimously approved to adopt the agenda as presented.

#### 800 MHz SYSTEM

Richard Woodruff, City Manager, stated that Council would be updated on a multi-million dollar project that was essential for the future safety of our citizens. It was a joint venture between the County, the Sheriff's Department, and our emergency services personnel.

Earl Bunting, ITS Director, provided a brief background on the project stating that it started about four or five years ago and it took a long time to get everyone on board. Not only did the project include the County, the Sheriff's Department, and the City, but it also included all the other municipalities, the EMS, the volunteer fire departments, the Base and the airport. It was important to have everyone on one joint system. All the other municipalities were now on-board. Each municipality would pay for its share. A consultant was brought in to work on some of the problems.

Using the PowerPoint presentation attached to the official minutes as Exhibit A, Mr. Bunting reviewed the project. In Phase I, the different stakeholders met twice monthly for the past year to put together an analysis and assessment of the equipment already in place and what would be needed to update. A 271-page Request for Proposal (RFP) was prepared and would soon go out for bid. Bidding would be 90 days, and then it would take another 3 or 4 months of review to select the vendor. Now that the Federal Government set a standard for equipment, different vendors would be compatible unlike before. A standards-based system was being requested so that the equipment didn't become proprietary, and locked in pricing for three to five years was also requested. Mr. Bunting reviewed typical project risks which included frequencies, sites, implementation, and stakeholder expectations. The County would hold the final contract and invoice the municipalities for their portion.

Mayor Pro-Tem Lazzara asked what the Base currently used. Mr. Bunting stated that they were on a completely different system; however, there was a phone link with the base and between the 911 centers.

Mayor Phillips asked if 911 funds were eligible for use. Mr. Bunting stated some of the 911 funds were being used to pay for the current RCC contract, but that was because 911 made a one-time exception where a percentage could be used for anything.

Mr. Woodruff stated it was important to recognize that every municipality and the airport needed to be on this system. The base wouldn't be on the system, but would have our equipment in case something was happening where they needed to hear it or relay information. In regard to the proportionate share, there were many factors to review. Mr. Bunting stated they were currently working on finishing the RFP and would go back to working on how to determine the proportionate share when the RFP was completed.

Councilman Bittner asked if the system was compatible to the Highway Patrol system. Mr. Bunting stated it was compatible. They looked extensively at the VIPER system, but that network was built for highway coverage and not in-building coverage.

Mr. Bunting stated the contract would go before Council in June or July 2012, the projected cost would be around \$3.5 million and some funds were already set aside in the CIP.

Fire Chief McIntyre stated with everyone being on the same system, it would allow for better communication and data transmission. Police Chief Yaniero stated that communications



was the backbone and with the loop of towers being proposed, if the current tower went down in a storm, there would be more than one available to use in communication.

Councilman Warden asked if the standards would be able to be kept up. Chief Yaniero stated that the standards would be kept up with the normal radio traffic, but the encryption would allow them to talk freely in surveillance.

#### DEPARTMENTAL ANNUAL REPORTS – INFORMATION TECHNOLOGY SYSTEMS (ITS)

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Using the PowerPoint presentation attached as Exhibit A, Mr. Bunting reviewed the mission, divisions, major functions, and major projects of the ITS department. Its mission was to provide the most cost effective use of information technology to empower City employees in the deliver of services to the citizens. ITS Divisions included administration, technical operations and geographical information services.

After reviewing the department's major functions, Mayor Pro-Tem Lazzara asked if the backup storage device was at the same location. Mr. Bunting stated there were two. There was a storage area network that stored everything, but also a backup system. The one at the City was called Data Domain, but there was also one off-site replicating the other. Mr. Bunting stated that everything done in the City was remotely backed up. Both systems were inside the City and had been tested. He felt very secure that information could be brought back.

Mayor Phillips asked about past discussions on buying remote storage space outside the City. Mr. Bunting stated that they had bought remote storage space from a vendor which put the replication across town. Prior to that, all storage was at City Hall. Mayor Pro-Tem Lazzara stated in the future he would like to see some options for more remote storage. Mr. Bunting stated that the State's ITS department had been revamped and there was a possibility that remote storage may open up with them.

Mayor Pro-Tem Lazzara asked if ITS had an after-action report from the storm and if there were any needs found in communications. Mr. Woodruff stated that staff was in the process of putting up an entire after-action program that covered everything. Mayor Phillips asked if at some point that could be brought to a workshop to give Council an idea of things to improve upon.

Mr. Woodruff stated that Mr. Bunting mentioned the fact about the importance of the Public Safety Center being on schedule. He spoke to Alan Hunter last week and it was on schedule. The material would be to the City later this month or the beginning of next month for

permit review. A bid award was expected in December or early January, so they were on schedule.

ADJOURNMENT

A motion was made by Mayor Pro-Tem Lazzara, seconded by Council Member Coleman and unanimously adopted to adjourn the meeting at 6:59 PM.

## COUNCIL MINUTES

### REGULAR MEETING

October 4, 2011

A Regular Meeting of the City Council of the City of Jacksonville was held Tuesday, October 4, 2011 beginning at 7:00 PM in the Council Chambers of City Hall. Present were: Mayor Sammy Phillips presiding; Mayor Pro-Tem Michael Lazzara and Council Members: Jerry Bittner, Fannie K. Coleman, Randy Thomas, Bob Warden, and Jerome Willingham. Also present were: Richard Woodruff, City Manager; Ronald Massey, Assistant City Manager, Gayle Maides, Interim Finance Director; Glenn Hargett, Communications and Community Affairs Director; Mike Yaniero, Police Chief; Rick McIntyre, Fire Chief; Tim Chesnutt, Recreation and Parks Director; Grant Sparks, Public Services Director; Reggie Goodson, Planning and Development Services Director; Carmen Miracle, City Clerk; and John Carter, City Attorney. \*An audio recording of the Council Meeting is presently available for review in the City Clerk's Office.

#### CALL TO ORDER

Mayor Sammy Phillips called the meeting to order at 7:07 PM.

#### PLEDGE OF ALLEGIANCE

Councilman Thomas led the Pledge of Allegiance.

#### INVOCATION

Mr. John Carter pronounced the invocation.

#### ADOPTION OF AGENDA AND CONSENT ITEMS

A motion was made by Councilman Bittner, seconded by Councilman Thomas, and unanimously approved to adopt the agenda as amended to remove Non-Consent Item #5 – Site Plan with Approved Special Use Permit – Staybridge (Hotel) – 110 Cobia Court.

#### ADOPTION OF MINUTES

A motion was made by Mayor Pro-Tem Lazzara, seconded by Councilman Warden, and unanimously adopted to approve the minutes of a Special Workshop Meeting held September 20, 2011 as presented and the minutes of the Regular Meeting held September 20, 2011 as presented.

## PRESENTATIONS

### PROCLAMATION – ONSLOW OKTOBERFEST

Mayor Phillips read a Proclamation naming Saturday, October 22, 2011 as Onslow Oktoberfest Day in the City of Jacksonville. Following the reading of the Proclamation, Diana DeVusser, Karin Hudson and Theo McClammy from Onslow Community Outreach accepted the Proclamation and invited the public to attend. Proceeds from the event benefited Onslow Community Outreach's Soup Kitchen, Homeless Shelter, Caring Community Clinic and Christmas Cheer.

### PROCLAMATION – FIRE PREVENTION WEEK

Mayor Phillips read a Proclamation naming the week of October 9 through 15 as Fire Prevention Week. Following the reading of the Proclamation, Fire Chief Rick McInyre accepted the Proclamation. He thanked the Mayor and stated that the theme of Fire Prevention Week – “Protect your Family from Fire” – was very important since almost 80% of fatalities with fire occur in the home.

### YARD OF THE MONTH BEAUTIFICATION AWARDS

With the assistance of Councilman Bob Warden, Council Liaison to the Beautification and Appearance Commission, Mayor Phillips presented the Residential Yard of the Month Award to Dr. and Mrs. Ken Morgan for their residence at 122 Drayton Hall. He also recognized Pete Burgess of Chick-fil-A for receiving the Business Yard of the Month Award.

### ST. JULIA AME ZION CHURCH PRESENTATION TO CITY COUNCIL

Reverend E. C. Dobson thanked the City Council and City Manager on behalf of the St. Julia AME Zion Church family and the Board of Trustees for supporting their programs. The grant received from the City enhanced their After-School, Summer Enrichment, and Computer Literacy Programs. Joan Bond, Director of Programs, reviewed the programs and presented a brief video. Reverend Dobson then presented an appreciation plaque to Mayor Phillips. She invited Council to stop by to see what they were doing.

### REPORT TO COUNCIL - WEED & SEED PROGRAM - A COMMUNITY CONVERSATION: CLOSING THE GAP

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Mr. Oliver Hill, Weed and Seed Prevention, Intervention and Treatment (PIT) subcommittee member, provided an overview of the special program entitled: A Community Conversation: Closing the Gap. He reported that the purpose of the program was to hold a

“community conversation” on the topic of Closing the Achievement Gap for the African American Male. Dr. Ed Bell from the NC Department of Public Instruction led the morning conversation addressing the needs of black males and presented a broad framework for shaping the day. The program was attended by over 125 participants.

REPORT TO COUNCIL – BEIRUT MEMORIAL ADVISORY COMMISSION

Abe Rosen, Chairman of the Beirut Memorial Advisory Commission, provided a brief report on the annual activities of the Commission. He invited everyone to the annual observance at 2:00 PM on Sunday, October 23 at Lejeune Memorial Garden.

Mr. Rosen discussed the lost memorial trees from Hurricane Irene and past storms. He stated there had been united discussion on replacing the Bradford Pear trees with similar, more substantial trees. While the memory was preserved in the tree planting, the species of the tree was not what was celebrated.

PUBLIC HEARINGS

ZONING TEXT AMENDMENT – SECTION 99 HOME OCCUPATIONS AND OTHERS

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Jeremy Smith, Senior Planner, stated that after conducting research of ordinances of other communities, a workshop with the Planning Board, and a review of the draft Unified Development Ordinance (UDO), staff had identified several changes that could be incorporated into Section 99 Home Occupations. As a result, staff prepared a zoning text amendment for consideration. There were two proposals for Council to consider – the Staff recommended amendment and the Planning Board recommended amendment.

Richard Woodruff, City Manager, commented that the current ordinance had been in existence for a long time with only minor changes. Recent events indicated the need for it to be updated. He stated the City Attorney and the City Manager were in unanimous support of the staff recommend amendment. One of the key changes was if rezoning was denied, it would require a one year period before home occupation could be issued for the same location.

Mayor Phillips asked if the changes would meet the needs of the residents of Jacksonville. Mr. Woodruff stated staff believed it was in the best interest of the residents. He pointed out that if someone had a home occupation today with a sign, they would be grandfathered in. Anyone from this point on who came in for a home occupation permit would have to comply with the full ordinance.

Councilman Bittner asked about the inspections clause because he felt it was an infringement upon the homeowners' rights. John Carter, City Attorney, stated that part of the permit process was that the home could be entered at reasonable hours to make sure the law was being complied with. Mr. Woodruff stated that the concept was because we had a right to enter public places for safety. When you have a home occupation, it was a form of a business and therefore the City had the right to enter. The language was written carefully to clearly show the restriction that the only people who could be involved in the home occupation were the people who reside there. In addition, limits were placed on the size of the business in relation to the size of the home. Mr. Carter stated the wording could be modified so that it included the verbiage "with consent of the owner."

Discussion followed on the verbiage and the inspection of home occupation businesses and Councilman Bittner said he felt the addition of "with consent of the owner" would suffice.

Mayor Phillips recessed the regular meeting at 8:03 PM in order to convene the Public Hearing.

With no one desiring to speak, Mayor Phillips closed the Public Hearing at 8:04 PM and reconvened the regular meeting.

Following a brief discussion, a motion was made by Mayor Pro-Tem Lazzara, seconded by Councilman Willingham, and unanimously approved to adopt the staff supported zoning text amendment with the change to the first line of Section E as follows: "The City reserves the right to enter into the premises *with the owner's consent* from time to time to document that the home occupation is being operated within the guidelines established by this code."

Ordinance 2011-57, Bk. 10, Pg. 516

#### PUBLIC COMMENT

There was no one present desiring to speak at this public comment section.

#### NEW BUSINESS

##### CONSENT ITEMS

##### INTERLOCAL AGREEMENT WITH ONSLOW WATER AND SEWER AUTHORITY– INSTALLATION OF RAW WATER LINE ALONG PINEY GREEN ROAD

As part of the Water System Improvement Project, the City must extend a raw water main from the Commons area along Hwy 17 and Piney Green Road which would connect to the new Piney Green well site. Additionally, North Carolina Department of Transportation

(NCDOT) was scheduled to begin construction of widening Piney Green Road (U-3810) in September 2012 and the Onslow Water and Sewer Authority (ONWASA) also had plans of constructing a much larger water main project which must be completed prior to the start of NCDOT's project. Recognizing that the City's project was in the same vicinity as ONWASA's, the City had been working with ONWASA to include the Piney Green Road portion of the City's raw water main with ONWASA's larger project. This Agreement would include the installation of approximately 5,000 linear feet of raw water main along Piney Green for the City from Hwy 17 to the vicinity of Mike Loop with ONWASA's project. The City would reimburse ONWASA for the actual cost of construction as well as any other related engineering services such as construction administration.

Council approved the Interlocal Agreement for the installation of the City's raw water main along Piney Green Road as part of ONWASA's larger water transmission line project.

#### TAX RELEASES, REFUNDS, AND WRITE-OFFS

The County/City Tax Collector and the City's Finance Director recommended releases, refunds, and write-offs of property taxes. The detail list of these tax releases and refunds (that is, the listing by property name, amount, reason, etc.) was available in the Finance Office for review.

Council approved the tax releases, refunds and write-offs.

#### VOLUNTARY ANNEXATION PETITION – BHP WESTERN (JOHN PIERCE) – 5.57 TOTAL ACRES- CAROLINA FOREST AREA

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At the September 20, 2011 meeting, Council adopted a Resolution directing staff to investigate the sufficiency of a voluntary annexation petition received from John Pierce, managing partner of BHP Western. The property proposed for voluntary annexation was for two parcels contiguous to the City limit boundaries and totaling 5.57 acres. Tract one (2.05 acres) was located adjacent to Carolina Forest Blvd across from The Arbors in Carolina Forest. Tract two (3.52-acres) was located adjacent to Emerdale Apartments in Carolina Forest. These two tracts were planned as added acreage for an abutting property that was already inside the City limits. The future project was tentatively proposed to accommodate a six building/88 unit 94,839 square foot apartment complex.

The City Clerk conducted the required investigation and found as a fact that said petition was signed by all owners of real property lying in the area described. As provided in North

Carolina General Statute 160A-31, a Resolution had been prepared scheduling a Public Hearing on this annexation for the October 18, 2011 Meeting.

Council adopted the Resolution as presented.

Resolution 2011-25, Bk. 6, Pg. 402

#### NON-CONSENT ITEMS

##### JACKSONVILLE TOURISM DEVELOPMENT AUTHORITY APPOINTMENT

The terms of two members had expired on the Jacksonville Tourism Development Authority. One of the positions must be occupied by a person representing “individuals who are affiliated with businesses that collect the tax in the City.” The original appointee for this position had since left the area and Authority members had been engaged in seeking a new person to fill this specific appointment. After consultation and interview, Sergio Garcia had been recommended for appointment to the Authority. The other seat was held by Bill Hemmingway, who desired to be reappointed to a full three-year term.

Mayor Pro-Tem Lazzara, Chairman of the Authority Board of Directors, nominated Sergio Garcia from Super 8 of Jacksonville, and Bill Hemmingway for reappointment to three year terms expiring June 30, 2014.

A motion was made by Councilman Bittner, seconded by Councilman Willingham, and unanimously approved to close nominations and to appoint Mr. Garcia and re-appoint Mr. Hemmingway by acclamation.

#### DESIGNATION OF VOTING AND ALTERNATE VOTING DELEGATES FOR 2011 NC LEAGUE OF MUNICIPALITIES ANNUAL BUSINESS MEETING

The North Carolina League of Municipalities Annual Conference was scheduled from October 23 – 25, 2011 in Raleigh, NC. Under the League Constitution and the voting procedures established by the League Board of Directors, each member municipality sending delegates to the Annual Conference was required to designate one (1) voting delegate and one (1) alternate voting delegate to cast the City’s votes at the Annual Business Meeting. This year’s Annual Business Meeting would be held on Monday, October 24, 2011 at 2:15 PM. The following members of Council were currently registered to attend the Annual Conference: Mayor Sammy Phillips, Mayor Pro Tem Michael Lazzara, Council Member Jerry Bittner, Council Member Fannie K. Coleman, and Council Member Jerome Willingham.



A motion was made by Councilman Bittner, seconded by Councilman Willingham, and unanimously approved to appoint Mayor Phillips as the City's voting delegate and Mayor Pro-Tem Lazzara as alternate voting delegate for the NCLM Annual Business Meeting.

#### PUBLIC COMMENT

There was no one present desiring to speak at this public comment section.

#### REPORTS

##### MAYORS COMMITTEE FOR PERSONS WITH DISABILITIES

Council Member Coleman invited Council and the public to attend the Mayor's Committee for Persons with Disabilities Annual Awards Banquet on Thursday, October 20, 2011 at 6:30 PM at Trinity United Methodist Church. Tickets could be purchased at the City Clerk's Office or from any Committee Member for a donation of \$10 which included a delicious roasted turkey and pot roast dinner with all the fixings, musical entertainment and the presentation of Annual Disability Awards including the prestigious Bobby Simpson Memorial Award.

##### JACKSONVILLE EMPLOYEE LONGEVITY RECOGNITION CEREMONY

Councilman Willingham thanked staff for the excellent program prepared for the longevity recognition ceremony.

##### INTERLOCAL AGREEMENT WITH ONWASA - INSTALLATION OF RAW WATER LINE ALONG PINEY GREEN ROAD

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Councilman Bittner pointed out the significance of another major step of cooperation between ONWASA and the City of Jacksonville with the Interlocal Agreement on the installation of the raw water line along Piney Green Road. What it meant for the ratepayers and taxpayers was greater efficiencies and greater levels of service at a more economical level than what existed previously.

##### NORTHWOODS STORMWATER PROJECT

Mayor Pro-Tem Lazzara thanked the residents of Parkwood for their patience as the City proceeded with the stormwater project in the Northwoods area. The project was on schedule and progressing even though it may not seem that way. If there were any questions or concerns, they should contact Mayor Pro-Tem Lazzara directly or contact City Hall.

STORM DEBRIS

Mayor Phillips thanked the staff for picking up all the debris from the storm.

Mr. Woodruff thanked the citizens and stated that the City was 99% complete in the clean-up. As of yesterday, the normal schedule and rules were being followed for yard waste collection.

MOVIE NIGHT IN THE PARK

Mr. Woodruff stated that the City Parks and Recreation Department was working with B.O.L.D. to bring a movie night in the park. The first one was this past Friday night and attended by about 170 people. The movies were free to the public and would be shown on Friday night October 7, 14, and 21, and Saturday night October 29 beginning about 7:00 PM.

COMMISSIONER LIONEL MIDGETT

Mr. Woodruff reported on the condition of Commissioner Midgett. It was his understanding that Commissioner Midgett had made a lot of progress in the past two weeks and it was projected he would be out of the hospital within a week. Flowers were sent on behalf of the Mayor and City Council to let him know of their thoughts and prayers.

RIVERWALK PARK

Mr. Woodruff stated that a major re-landscaping was happening at Riverwalk Park. There would be a significant amount of planting within the next 30 days. The goal was to make Riverwalk Park not only the home of festivals, but the home of beauty. The work was being completed by Cate Prestowitz, the City's horticulturalist and Michael Liquori's park staff.

PLANNING ADVISORY BOARD

Mr. Woodruff stated that on Monday, October 10, 2011 at 6:30 PM in Meeting Rooms A & B, the Planning Board would be hosting a public workshop relative to alternative streetscape themes for New Bridge Street in front of City Hall. The first block of the re-landscaping had been approved in the budget this year. There were four concepts to be shared with the public and were provided to Council.

ADJOURNMENT

A motion was made by Mayor Pro-Tem Lazzara, seconded by Councilman Thomas, and unanimously adopted to adjourn the meeting at 8:16 PM.



# City Council Presentation

Presentation	<b>A</b>
Item:	
Date: 10/18/2011	

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**Subject:** Recognition of Jacksonville as an Official Regional Site for Veteran's Day Observances

**Department:** Mayor's Office

**Prepared by:** Carmen K. Miracle, City Clerk

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## Presentation Description

The Department of Veterans Affairs has designated the City of Jacksonville as an Official Regional Site for Veteran's Day's Observances. Jacksonville is one of only six other communities to have received this honor.

The application for recognition was submitted to the Department of Veteran's Affairs by Paul Levesque, Rolling Thunder. Rolling Thunder organizes the City's Annual Veteran's Day Parade.

Mr. Levesque will be in attendance to report on this prestigious designation and to present the Certificate of Recognition to the City.

## Action

Recognize Mr. Paul Levesque, Rolling Thunder, to report and present.

## Attachments:



# City Council Presentation

Presentation	<b>B</b>
Item:	
Date: 10/18/2011	

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**Subject:** Proclamation – Domestic Violence Awareness Month

**Department:** Mayor's Office

**Prepared by:** Carmen Miracle, City Clerk

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## Presentation Description

In recognition of Domestic Violence Awareness Month, the Onslow County Women's Center has requested a Proclamation naming October as Domestic Violence Awareness Month.

Angela Rodriguez, Executive Director of the Onslow County Women's Center will be present to accept the Proclamation.

## Action

Present Proclamation to Angela Rodriguez.

## Attachments:

A Draft Proclamation

*City of Jacksonville*  
*North Carolina*  
*Proclamation*

*Whereas*, domestic violence is a pattern of abuse in an intimate relationship where one person uses violence to gain power and control over their partner; and

**WHEREAS**, people of all demographics are vulnerable to violence by an intimate partner or family member; and

**WHEREAS**, about 1 in 3 women in the United States have been physically or sexually abused by an intimate partner at some point in their lives; and

**WHEREAS**, to date in 2011, 54 men, women, and children were murdered as a result of domestic violence in the state of North Carolina; and

**WHEREAS**, 271 women and children have stayed at the Onslow Women's Center Safe House facility and 455 men and women have been served outside of the Safe House this past fiscal year;

**NOW THEREFORE**, I, Sammy Phillips, Mayor of the City of Jacksonville, do hereby proudly proclaim the month of October, 2011, as

**“DOMESTIC VIOLENCE AWARENESS MONTH”**

in the City of Jacksonville, and urge all citizens to become aware of this destructive force in our community and to become part of the efforts to stop violence in families.

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*Mayor*

*Attest:* \_\_\_\_\_

*City Clerk*

Attachment

**A**



# City Council Presentation

Presentation Item: <b>C</b> Date: 10/18/2011
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**Subject:** Proclamation – Minority Enterprise Development Day

**Department:** Mayor's Office

**Prepared by:** Carmen Miracle, City Clerk

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## Presentation Description

In recognition of Minority Enterprise Development Day and to encourage all residents to recognize the importance of small and minority-owned businesses, the presentation of a Proclamation has been requested by the Jacksonville-Onslow Chamber of Commerce.

Mona Padrick, Jacksonville-Onslow Chamber of Commerce President, and Million Heir-Williams, Minority Business Services Division Manager, will be present to accept the Proclamation.

## Action

Present Proclamation to Mona Padrick and Million Heir-Williams.

## Attachments:

A Draft Proclamation

*City of Jacksonville*  
*North Carolina*  
*Proclamation*

*Whereas*, the Jacksonville•Onslow Chamber of Commerce, in collaboration with Coastal Carolina Community College's Small Business Center, have worked to facilitate the growth of local small and minority-owned businesses; and

**WHEREAS**, Minority Enterprise Development Day 2011 will be observed on October 21, 2011 by the Jacksonville•Onslow Chamber of Commerce and Coastal Carolina Community College's Small Business Center to acknowledge their outstanding contributions; and

**WHEREAS**, small and minority-owned businesses embody the timeless American values of hard work, integrity, and optimism, and contribute to the economic stability of the country; and

**WHEREAS**, Minority Enterprise Development Day offers attendees the opportunity to increase awareness of programs and services obtainable through the federal, state, and local governments, as well as to network with small businesses; and

**WHEREAS**, Jacksonville•Onslow Chamber of Commerce and the Chamber's Minority Business Services Committee will honor a Minority Business Female Entrepreneur, a Minority Business Male Entrepreneur, and the Linda L. Richardson Minority Business Advocate of the Year;

**NOW THEREFORE**, I, Sammy Phillips, Mayor of the City of Jacksonville, do hereby proudly proclaim October 21, 2011 as:

**"MINORITY ENTERPRISE DEVELOPMENT DAY"**

in the City of Jacksonville, and encourage all of our citizens to join with me in honoring the important role small and minority-owned businesses have in our society. Furthermore, I commend the men and women whose ingenuity, integrity, and innovative spirit contribute to the free enterprise system on which the American economy was founded.

*Attest:* \_\_\_\_\_  
*City Clerk*

\_\_\_\_\_  
*Mayor*

Attachment

**A**



# City Council Presentation

Presentation Item: <b>D</b> Date: 10/18/2011
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**Subject:** Mayor's Committee for Persons with Disabilities Awards

**Department:** Mayor's Office

**Prepared by:** Carmen K. Miracle, City Clerk

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## Presentation Description

The Mayor's Committee for Persons with Disabilities provides awards in recognition of individuals, businesses and groups for outstanding work or performance, volunteerism, or accessibility improvements that assist persons with disabilities.

Laura Quinn and Dora Gaskin were recommended to the Mayor's Committee for Persons with Disabilities to receive awards in the category of Individual Distinguished Service.

Council Member Fannie K. Coleman is the Council appointed Liaison to the Mayor's Committee for Persons with Disabilities.

Ms. Laura Quinn and Ms. Dora Gaskin will be present to accept the award.

## Action

Present Mayor's Committee for Persons with Disabilities Awards

## Attachments:

None





# Presentation Information

Presentation Item: <b>D</b>
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## Mayor's Committee for Persons with Disabilities Monthly Award

Laura Quinn has been a Special Olympics volunteer for several years. She not only coaches year round in multiple sports, but she selflessly gives her time, knowledge and encouragement to the athletes. Mrs. Quinn also provides support to other families in the area who may be just embarking on their challenges with their own special needs child. She has been an invaluable asset to Special Olympics Onslow County.

Dora Gaskin is the volunteer public relations and fundraising coordinator for Special Olympics. She has worked tirelessly making arrangements for billboards, press coverage, equipment, personnel and for use of facilities for Special Olympics games. Without the efforts of Mrs. Gaskin, the annual Polar Plunge fundraiser would not be the success it is.

Mrs. Quinn and Mrs. Gaskin are deserving of this award for their dedication and generosity in volunteering their time to make a difference in the lives of our disabled community.



# Request for City Council Action

Agenda Item:	<b>1</b>
Date:	10/18/2011

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**Subject:** Public Hearing - Voluntary Annexation Petition- (John Pierce) BHP Western – Wellington Grove – 5.57 total Acres

**Department:** City Manager's Office

**Presented by:** Ron Massey, Assistant City Manager

**Presentation:** Yes

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## Issue Statement

This voluntary annexation petition was received from John Pierce, Managing Partner, for BHP Western. The property proposed for voluntary annexation is two parcels contiguous to the City limit boundaries and totaling 5.57 acres. Tract one (2.05 acres) is located adjacent to Carolina Forest Blvd across from The Arbors in Carolina Forest. Tract two (3.52-acres) is located adjacent to Emerdale Apartments in Carolina Forest.

These two tracts are planned as additional acreage for abutting property that is already inside the City limits. A future project (Wellington Grove) is proposed for a six building/88 unit 94,839 square foot apartment complex. A site plan was recently submitted; however, it has not at this time been reviewed or approved.

## Financial Impact

A site plan was recently submitted; however, these two tracts are a small portion of the overall proposed project; therefore, a detailed analysis of costs and revenues could not be prepared with any degree of accuracy specific to this annexation. The annexation area does not require significant infrastructure investment on the City's behalf. The property tax revenue for these two tracts is estimated at \$2,592 (\$0.538 per \$100 valuation times a combined undeveloped property tax value of \$481,805.

## Action Needed

Conduct Public Hearing

Consider Annexation Ordinance

## Recommendation

Staff recommends that Council move to adopt the Annexation Ordinance as presented.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

- A Proposed Ordinance
- B Location Map



# Staff Report

Agenda Item: <b>1</b>
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Voluntary Annexation Petition –  
(John Pierce) BHP Western – Wellington Grove – 5.57 total Acres

## **Introduction**

The area proposed for annexation is located within the City's Extra Territorial Jurisdiction (ETJ) and is contiguous to the current City limits.

Tract one (2.05 acres) is located adjacent to Carolina Forest Blvd across from The Arbors in Carolina Forest. Tract two (3.52-acres) is located adjacent to Emerdale Apartments in Carolina Forest. Both tracts are planned to add acreage to a larger project proposed for abutting property that is already inside the City limits.

The future project is Wellington Grove and is proposed to accommodate a six building/88 unit 94,839.14 square foot apartment complex.

## **Procedural History**

- September 20, 2011 – Council adopted Resolution directing the City Clerk to investigate the sufficiency of the voluntary annexation petition.
- October 4, 2011 – Council adopted a Resolution scheduling a Public Hearing.
- October 18, 2011 – Conduct a Public Hearing and consider adopting the Annexation Ordinance.
- October 18, 2011 – Proposed Effective Date of Annexation Ordinance.

## **Stakeholders**

- BHP Western – John Pierce – Managing Partner/petitioner
- Citizens of Jacksonville

## **Financial Analysis:**

The annexation area does not require significant infrastructure investment on the City's behalf.

A site plan was recently submitted; however, these two tracts are a small portion of the overall proposed project; therefore, a detailed analysis of costs and revenues could not be prepared with any degree of accuracy specific to this annexation. The property tax revenue for these two tracts is estimated at \$2,592 (\$0.538 per \$100 valuation times a combined undeveloped property tax value of \$481,805.

## **Options**

Adopt the Annexation Ordinance: **RECOMMENDED.**

- Pros: The site is contiguous to the current corporate limits and is proposed for future development;
- Cons: None

Deny the Annexation Ordinance:

- Pros: None
- Cons: This action would conflict with past actions associated with contiguous property proposed for development;
- 

Defer Consideration of the Annexation Petition:

- Should Council desire additional information related to this voluntary annexation request, defer the request and provide direction to staff on the specific information Council would like to receive.

## ORDINANCE (2011-)

### AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF JACKSONVILLE, NORTH CAROLINA

#### BHP WESTERN (JOHN PIERCE) WELLINGTON GROVE– 5.57 ACRES

WHEREAS, the City Council has been petitioned under G. S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of the annexation was held at the Jacksonville City Hall at 7 o'clock, P.M. on the 18th day of October 2011, after due notice of publication on the 7th day of October, 2011, and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-31, as amended;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, as amended, the following described territory is hereby annexed and made a part of the City of Jacksonville effective October 18, 2011:

#### **PORTION OF TRACT I-B ON WESTERN BOULEVARD & CAROLINA FOREST BLVD. 2.05 ACRE TRACT - JACKSONVILLE TWP., ONSLOW COUNTY, NORTH CAROLINA**

Commencing at a point located where the Southeastern right of way of Carolina Forest Blvd. (80 foot right of way) intersects the Northeastern right of way of N.C. Highway 53 (commonly known as Western Boulevard); and running thence along the said right of way of Carolina Forest Blvd. the following courses and distances: North 22 degrees 09 minutes 53 seconds East 228.71 feet to an existing iron stake, thence along a curve to the left having a radius of 630.00 feet and a chord bearing and distance of North 05 degrees 00 minutes 20 seconds East 371.74 feet to an existing iron stake, thence along a curve to the right having a radius of 300.00 feet and a chord bearing and distance of North 03 degrees 59 minutes 08 seconds West 85.25 feet to an existing iron stake, thence along a curve to the right having a radius of 300.00 feet and a chord bearing and distance of North 15 degrees 33 minutes 03 seconds East 118.26 feet to a point, said point also being **THE TRUE POINT OF BEGINNING**; thence from the described beginning and continuing along the said right of way along a curve to the right having a radius of 300.00 and a chord bearing and distance of North 46 degrees 29 minutes 29 seconds East 201.00 feet to an existing iron stake, thence North 66 degrees 03 minutes 51 seconds East 169.37 feet to an existing iron stake; thence leaving the said right of way and running South 30 degrees 43 minutes 46 seconds East 175.02 feet to a point; thence South 21 degrees 00 minutes 00 seconds West 334.93 feet to a point; thence North 64 degrees 46 minutes 49 seconds West 99.34 feet to a point; thence North 00 degrees 07 minutes 03 seconds West 169.01 feet to a point; thence along a curve to the right having a radius of 655.17 feet and a chord bearing and distance of North 76 degrees 02 minutes 24 seconds West 185.25 feet to the point and place of beginning. Containing 2.05 acres and being described as a portion of Tract I-B and portion of Tract I-D on Western Boulevard & Carolina Forest Blvd. as recorded in Map Book 62 Page 153 and a portion of the property described in Deed Book 1460 Page 396 of the Onslow County Registry and being subject to all easements of record. The courses contained herein are correct in angular

Attachment

**A**

relationship and are referenced to Map Book 57 Page 145 Slide M-979 of the Onslow County Registry. **JOHN L. PIERCE, P.L.S., L-2596**

And

**PORTION OF TRACT I-B AND 1-D ON WESTERN BOULEVARD & CAROLINA FOREST BLVD. 3.52 ACRE TRACT - JACKSONVILLE TWP., ONSLOW COUNTY, NORTH CAROLINA**

Commencing at a point located where the Southeastern right of way of Carolina Forest Blvd. (80 foot right of way) intersects the Northeastern right of way of N.C. Highway 53 (commonly known as Western Boulevard); and running thence along the said right of way of Carolina Forest Blvd. the following courses and distances: North 22 degrees 09 minutes 53 seconds East 228.71 feet to an existing iron stake, thence along a curve to the left having a radius of 630.00 feet and a chord bearing and distance of North 05 degrees 00 minutes 20 seconds East 371.74 feet to an existing iron stake, thence along a curve to the right having a radius of 300.00 feet and a chord bearing and distance of North 03 degrees 59 minutes 08 seconds West 85.25 feet to an existing iron stake, thence along a curve to the right having a radius of 300.00 feet and a chord bearing and distance of North 35 degrees 07 minutes 25 seconds East 308.49 feet to an existing iron stake; thence North 66 degrees 03 minutes 51 seconds East 169.37 feet to an existing iron stake; thence leaving the said right of way and running South 30 degrees 43 minutes 46 seconds East 307.60 feet to an existing iron stake; thence North 45 degrees 53 minutes 26 seconds East 309.72 feet to an existing iron stake; thence North 68 degrees 09 minutes 59 seconds East 22.01 feet to a point, said point also being ***THE TRUE POINT OF BEGINNING***; thence from the described beginning and running North 68 degree 09 minutes 59 seconds East 263.02 feet to an existing iron stake; thence South 56 degrees 09 minutes 44 seconds East 284.61 feet to an existing iron stake; thence North 65 degrees 39 minutes 41 seconds East 267.48 feet to an existing iron stake; thence south 27 degrees 54 minutes 10 seconds East 242.89 feet; thence South 49 degrees 29 minutes 35 seconds West 226.35 feet to a point; thence North 64 degrees 53 minutes 07 seconds West 735.38 feet to the point and place of beginning. Containing 3.52 acres and being a portion of Tract I-B on Western Boulevard & Carolina Forest Blvd. as recorded in Map Book 62 Page 153 and a portion of the property described in Deed Book 1460 Page 396 of the Onslow County Registry and being subject to all easements of record. The courses contained herein are correct in angular relationship and are referenced to Map Book 57 Page 145 Slide M-979 of the Onslow County Registry. **JOHN L. PIERCE, P.L.S., L-2596**

Section 2. Upon and after the 18th day of October 2011, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Jacksonville and shall be entitled to the same privileges and benefits as other parts of the City of Jacksonville. Said territory shall be subject to municipal taxes according to G. S. 160A-58.10.

Section 3. The Mayor of the City of Jacksonville shall cause to be recorded in the Office of the Register of Deeds of Onslow County, and in the Office of the Secretary of State, Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted by the City Council of the City of Jacksonville in regular session this 18th day of October 2011.

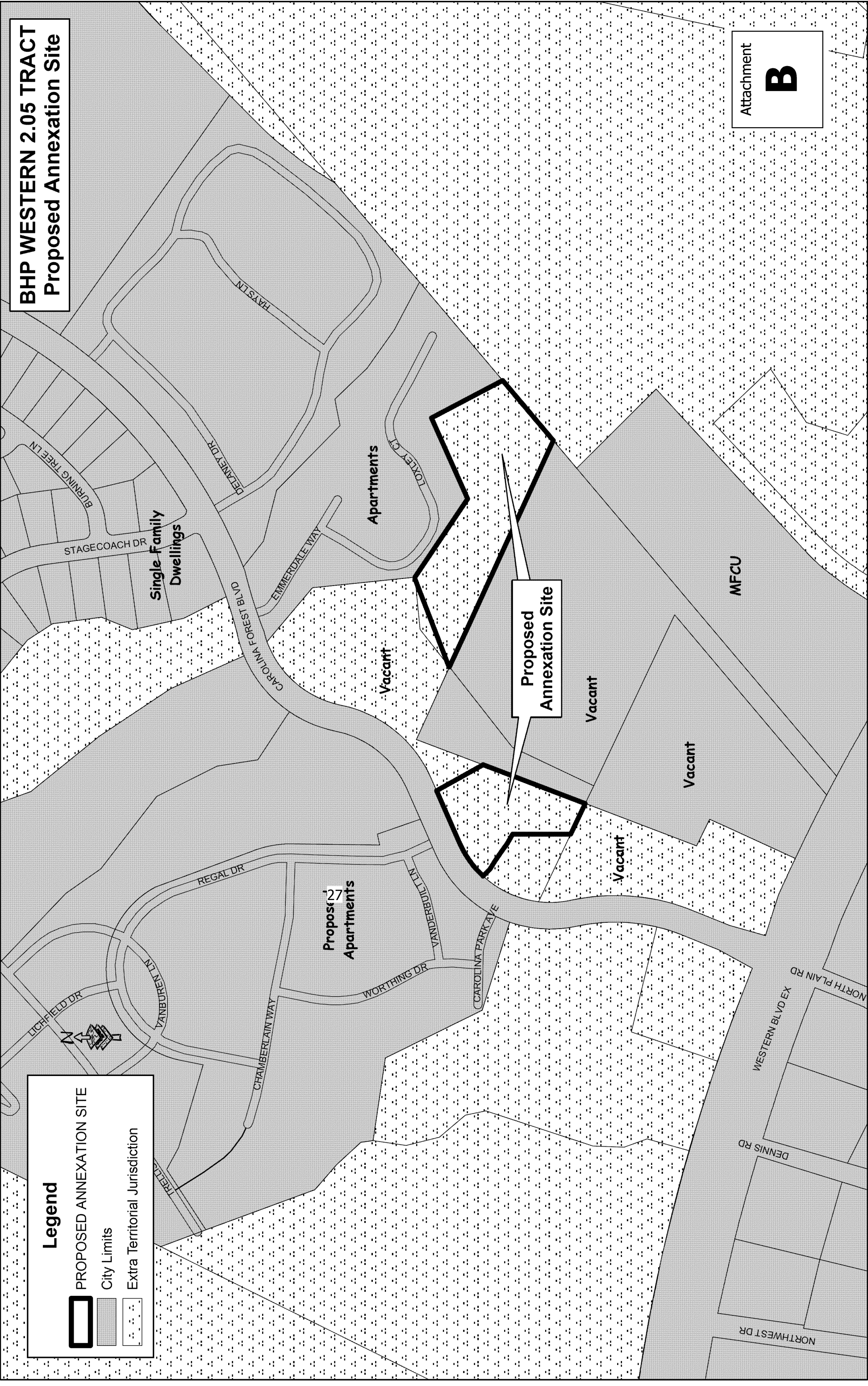
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Sammy Phillips, Mayor

ATTEST:

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Carmen K. Miracle, City Clerk



**BHP WESTERN 2.05 TRACT**  
**Proposed Annexation Site**

Attachment  
**B**

**Legend**

- PROPOSED ANNEXATION SITE
- City Limits
- Extra Territorial Jurisdiction

Proposed  
Annexation Site

Proposed  
Apartments

Apartments

Vacant

Vacant

Vacant

Vacant

MFCU



## Request for City Council Action

**Consent  
Agenda  
Item:**

**2**

**Date:** 10/18/2011

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**Subject:** FY12 First Quarter General Budget Amendment

**Department:** Finance

**Presented by:** Gayle Maides, Interim Finance Director

**Presentation:** No

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### Issue Statement

During the first quarter of FY12 several departments submitted budget amendment requests. The details of the adjustments are shown in the staff report.

### Financial Impact

This budget amendment decreases the use of appropriated fund balance in the General Fund by \$20,893, appropriates \$8,596 of General Fund contingency, and increases the use of appropriated retained earnings in the Water/Sewer Fund by \$223,929.

### Action Needed

Consider the CIP and Budget Amendments.

### Recommendation

Staff recommends Council approve the Budget and CIP Amendments

Approved: ☒ City Manager ☐ City Attorney

### Attachments:

- A Budget Amendment
- B Tallman & Court Street CIP Description Page
- C CIP Amendment – Tallman & Court Street





# Staff Report

**Consent  
Agenda  
Item:**

**2**

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Budget Amendment for General Fund, Water/Sewer Fund, and Capital Projects

## **Introduction**

### **Tallman & Court Sts Road Improvement Project (GF1211):**

Staff is requesting an additional \$25,000 be appropriated to the Tallman Street/Court Street Project for additional engineering and design services. This project was recently created in which funding for construction and contingency was established. However, the additional services include design of replacement of existing water line along Tallman Street from Court Street to approximately 23 Tallman Street; preparation of plans and details for ground cable and wire conduits; and revisions to original design to increase width of street. It also included the design to include topographic survey and permit application to the State. Staff has also asked the electric company to conduct a preliminary investigation of conversion of electric facilities in this area.

### **Relocation of Utilities Bypass Project (SF0403):**

This amendment seeks to transfer \$49,007 from the Water Sewer Fund to cover the remaining cost of the Utility Agreement between the City and NCDOT, to relocate City owned utilities that need to be relocated in conjunction with the NCDOT's Bypass project. This transfer will eliminate the lease purchase revenue budget and increase the transfer from the Water Sewer Fund.

### **2010 ARRA JAG Grant Project (PD1003):**

During the FY 2012 budget process, the Police Department budgeted for necessary equipment and related expenses for the addition of 5 new police officers in anticipation of the 2011 COPS Hiring Program Grant. On 9/28/2011 the City was awarded funding from this Grant for 2 new police officers. Therefore, funds budgeted for the remaining expenses related to the 3 unfunded positions will not be required. These funds will be used to pay for the portion of equipment purchased under the 2010 ARRA JAG Grant, which were originally planned to be financed with installment purchase loan. No borrowing will occur for the 2010 ARRA JAG Grant.

## **Sewer Line Replacement Project (SF9502):**

This budget amendment seeks to transfer \$163,872 from Appropriated Retained Earning in the Water and Sewer fund to the Sewer line Replacement project to cover the remaining expenditures pending to complete the Holiday City Sewer portion of the project due to multiple change orders.

## **Project Closeouts:**

This amendment seeks to close The Business Park Improvement Project due to completion; and \$25,737 will be transferred back to the General Fund which will reduce appropriated fund balance. The Victim's Assistance Grant Project is being closed and \$11,701 is being returned to the General Fund which will reduce appropriated fund balance and \$1,934 is being returned to the Restricted State DEA Project. The W/S Station Repairs Project is receiving a transfer from the Water Sewer Fund of \$11,050 and then being closed due to completion; no funds remain in the project. The Lift Station Rehab – ARRA Project is being closed due to lack of ARRA funding from the State.

## **Miscellaneous:**

This budget amendment seeks to reallocate funds from the Lines Maintenance operating budget to the Wastewater operating budget to correct a keying error in the Insurance and Bonds account line. This budget amendment is also necessary to appropriate \$10,000 of General Fund fund balance to the Police Department for National Night Out expenses and to appropriate \$8,596 of General Fund contingency to the Facilities Maintenance operating budget to cover the cost of a replacement HVAC unit installed at Fire Station #1.

## **Stakeholders**

- The Citizens of the City of Jacksonville
- The City of Jacksonville

## **Options**

### **RECOMMENDED**

**Option 1:** Approve the Budget and CIP Amendments. This action will decrease appropriated fund balance in the General Fund by \$20,893, appropriate \$8,596 of General Fund contingency, and increase the use of appropriated retained earnings in the Water/Sewer Fund by \$223,929.

**Pros:** Revenues will be appropriated and accurately adjusted, necessary transfers will be made and funds provided for current City initiatives.

**Cons:** The City must use appropriated retained earnings for the W/S Station Repairs Project and the Relocate Utilities Bypass Project.

**Option 2:** Deny the Budget and CIP Amendments. This action will reduce the use of appropriate fund balance in the General Fund by \$20,893, appropriate \$8,596 of General Fund contingency, and increase the use of appropriated retained earnings in the Water/Sewer Fund by \$223,929.

**Pros:** None.

**Cons:** Revenues will not be reflected accurately and projects and initiatives will not have sufficient funding for execution.

ORDINANCE (2011-)

AN ORDINANCE AMENDING THE FISCAL YEAR 2012 BUDGET

BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina that the following amendment to the Fiscal Year 2012 General Fund, Water/Sewer Fund, and project budgets are hereby enacted:

**GENERAL FUND**

REVENUES	BUDGET	CHANGE	TOTAL
INSTALLMENT PURCHASE REVENUE	1,494,127	(74,292)	1,419,835
APPROPRIATED FUND BALANCE	2,718,829	(20,893)	2,697,936
TRANSFER FROM SPECIAL REVENUE FUND	-	11,701	11,701
TRANSFER FROM CAPITAL PROJECTS	1,916,857	25,737	1,942,594
TOTAL ADJUSTMENTS		(57,747)	
TOTAL FUND REVENUES	47,657,197	(57,747)	47,599,450

EXPENDITURES	BUDGET	CHANGE	TOTAL
NON-DEPARTMENTAL	12,264,143	(41,792)	12,222,351
POLICE DEPARTMENT	12,694,470	(85,935)	12,608,535
FACILITIES MAINTENANCE	723,075	9,000	732,075
TRANSFER TO SPECIAL REVENUE FUND	725,754	60,980	786,734
TOTAL ADJUSTMENTS		(57,747)	
TOTAL FUND EXPENDITURES	47,657,197	(57,747)	47,599,450

*To receive a transfer of \$25,737 from the Business Park Improvement Project. To receive a transfer of \$11,701 from the Victim's Assistance Grant Project. To appropriate \$10,000 of fund balance to the Police Department for National Night Out. To appropriate \$60,980 of fund balance to PD1003 to cover project expenditures. To reduce installment purchase revenue by \$74,292 due to the reduction of vehicles needed for the 2011 COPS grant and to reduce the Police Department and Non Departmental operating budget to also reflect the reduction in vehicles needed for the 2011 COPS grant. To appropriate \$10,000 of contingency funds to Facilities Maintenance operating budget to cover the expense of a HVAC unit for Fire Station #1.*

**BUSINESS PARK IMPROVEMENTS - GF1117**

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	45,000	(25,737)	19,263
TRANSFER TO GENERAL FUND	-	25,737	25,737
TOTAL ADJUSTMENTS		-	
TOTAL PROJECT EXPENDITURES	45,000	-	45,000

*To close out Business Park Improvements Project and transfer \$25,737 back to the General Fund.*

**VICTIM'S ASSISTANCE GRANT - PD0902**

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	96,232	(13,635)	82,597
TRANSFER TO GENERAL FUND	-	11,701	11,701
TRANSFER TO SPECIAL REVENUE	-	1,934	1,934
TOTAL ADJUSTMENTS		-	
TOTAL PROJECT EXPENDITURES	96,232	-	96,232

*To close out the Victim's Assistance Grant Project and transfer \$11,701 back to the General Fund and \$1,934 back to the Restricted State DEA project.*

Attachment

**A**

**RESTRICTED STATE DEA - PD0504**

REVENUES	BUDGET	CHANGE	TOTAL
TRANSFER FROM SPECIAL REVENUE	-	1,934	-
TOTAL ADJUSTMENTS		1,934	
TOTAL PROJECT REVENUES	329,690	1,934	331,624
EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	329,690	1,934	331,624
TOTAL ADJUSTMENTS		1,934	
TOTAL PROJECT EXPENDITURES	329,690	1,934	331,624

*To receive transfer of \$1,934 from the Victim's Assistance Grant project.*

**2010 ARRA JAG GRANT PROJECT - PD1003**

REVENUES	BUDGET	CHANGE	TOTAL
INSTALLMENT PURCHASE REVENUE	90,640	(90,640)	-
TRANSFER FROM GENERAL FUND	-	60,980	60,980
TOTAL ADJUSTMENTS		(29,660)	
TOTAL PROJECT REVENUES	201,752	(29,660)	172,092
EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	201,752	(29,660)	172,092
TOTAL ADJUSTMENTS		(29,660)	
TOTAL PROJECT EXPENDITURES	201,752	(29,660)	172,092

*To receive transfer of \$60,980 from the General Fund to replace the use of installment purchase revenue.*

**WATER / SEWER FUND**

REVENUES	BUDGET	CHANGE	TOTAL
APPROPRIATED RETAINED EARNINGS	3,665,048	223,929	3,888,977
TOTAL ADJUSTMENTS		223,929	
TOTAL FUND REVENUES	29,307,873	223,929	29,531,802
EXPENDITURES	BUDGET	CHANGE	TOTAL
ENGINEERING DEPARTMENT	2,516,176	(25,000)	2,491,176
UTILITIES MAINTENANCE DEPARTMENT	3,984,054	(20,426)	3,963,628
WASTEWATER TREATMENT DEPARTMENT	2,744,016	20,426	2,764,442
TRANSFER TO CAPITAL PROJECTS	2,198,410	248,929	2,447,339
TOTAL ADJUSTMENTS		223,929	
TOTAL FUND EXPENDITURES	29,307,873	223,929	29,531,802

*To transfer \$25,000 from the Engineering operating budget to the Tallman and Court Sts Road Improvements Project. To transfer \$20,426 from the Wastewater Treatment operating budget to the Utilities Maintenance operating budget to correct a keying error under the insurance and bonds line. To transfer \$49,007 to the Relocate Utilities Bypass Project and \$11,050 to the W/S Station Repairs Project. To appropriate \$163,872 of retained earnings to the Sewer Line Replacement project for additional project expenditures.*

**TALLMAN & COURT STS ROAD IMPROVEMENTS - GF1211**

REVENUES	BUDGET	CHANGE	TOTAL
TRANSFER FROM WATER SEWER FUND	45,564	25,000	70,564
TOTAL ADJUSTMENTS		25,000	
TOTAL PROJECT REVENUES	254,000	25,000	279,000
EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	254,000	25,000	279,000
TOTAL ADJUSTMENTS		25,000	
TOTAL PROJECT EXPENDITURES	254,000	25,000	279,000

*To receive a transfer of \$25,000 from the Water Sewer Fund to the Tallman & Court Sts Road Improvements project for additional engineering & design services.*

**LIFT STATION REHAB - ARRA - SF1107**

REVENUES	BUDGET	CHANGE	TOTAL
ARRA FUNDING	430,000	(430,000)	-
TOTAL ADJUSTMENTS		(430,000)	
TOTAL PROJECT REVENUES	430,000	(430,000)	-
EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	430,000	(430,000)	-
TOTAL ADJUSTMENTS		(430,000)	
TOTAL PROJECT EXPENDITURES	430,000	(430,000)	-

*To close out Lift Station Rehab - ARRA Project due to lack of funding from the State.*

**W/S STATION REPAIRS PROJECT - SF0905**

REVENUES	BUDGET	CHANGE	TOTAL
LEASE PURCHASE REVENUE	33,512	(33,512)	-
TRANSFER FROM MAJOR ENTERPRISE FUND	100,000	11,050	111,050
TOTAL ADJUSTMENTS		(22,462)	
TOTAL PROJECT REVENUES	655,575	(22,462)	633,113
EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	655,575	(22,462)	633,113
TOTAL ADJUSTMENTS		(22,462)	
TOTAL PROJECT EXPENDITURES	655,575	(22,462)	633,113

*To transfer \$11,050 from the Water Sewer Fund to the W/S Station Repairs project to cover outstanding project balance and then close out project due to completion. Project expenditures came in less than expected and rather than borrowing to satisfy the project balance.*

**RELOCATE UTILITIES BYPASS PROJECT - SF0403**

REVENUES	BUDGET	CHANGE	TOTAL
INSTALLMENT PURCHASE REVENUE	50,000	(50,000)	-
TRANSFER FROM MAJOR ENTERPRISE FUND	238,557	49,007	287,564
TOTAL ADJUSTMENTS		(993)	
TOTAL PROJECT REVENUES	288,557	(993)	287,564

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	288,557	(993)	287,564
TOTAL ADJUSTMENTS		(993)	
TOTAL PROJECT EXPENDITURES	288,557	(993)	287,564

*To reduce original budget of installment purchase and replace with a transfer of \$49,007 from the Water Sewer Fund to the Relocate Utilities Bypass project to cover outstanding project balance for existing utility agreement with NCDOT.*

**SEWER LINE REPLACEMENT PROJECT SF9502**

REVENUES	BUDGET	CHANGE	TOTAL
TRANSFER FROM MAJOR ENTERPRISE FUND	42,000	163,872	205,872
TOTAL ADJUSTMENTS		163,872	
TOTAL PROJECT REVENUES	7,193,744	163,872	7,357,616

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	7,193,744	163,872	7,357,616
TOTAL ADJUSTMENTS		163,872	
TOTAL PROJECT EXPENDITURES	7,193,744	163,872	7,357,616

*To receive a transfer of \$163,872 from the Major Enterprise Fund to the Sewer Line Replacement project to cover remaining project expenditures for work on the Holiday City Sewer.*

This ordinance shall be effective upon its adoption.

ADOPTED by the Jacksonville City Council in regular session this 18th day of October 2011.

ATTEST:

\_\_\_\_\_  
Sammy Phillips, Mayor

\_\_\_\_\_  
Carmen K. Miracle, City Clerk

# Capital Improvement Plan

## City of Jacksonville, NC

2012 thru 2016

Project # **ST-12 GF1211**  
 Project Name **Tallman St & Court St Road Improvements**

Type Improvement  
 Useful Life 20  
 Category Streets  
 Part of Master Plan Y  
 Externally Mandated N

Department Public Services  
 Contact Wally Hansen  
 Priority C Committed To  
 Growth Related N  
 Service Related Y  
 Status Active

### Description

The Tallman Street and Court Street Road Improvements Project will improve the area around the new Onslow County Justice Center. Specifically, the portion of Tallman Street immediately adjacent to the Complex will be narrowed so as to preclude parking adjacent to the Center. New sidewalks and planter strips on the north side of Tallman Street will also be constructed and along Court Street from its intersection with Tallman Street northward to the entrance to the County parking lot. All of this work is intended to satisfy the County's desire to narrow Tallman Street adjacent to the Justice Complex to prevent on-street parking while also creating a streetscape that will be consistent with the streetscape to be constructed as part of the City's nearby Center for Public Safety. Given the nature of the streetscape work, replacement of the existing water line within the limits of this streetscape work will also be undertaken due to the deteriorated condition of the water line. Additionally and as a result of evaluating the condition of Tallman Street, rehabilitation of the rest of the Tallman Street roadbed from the Justice Complex to Riverview Street is also planned as is replacing the existing water lines along this run of Tallman.

### Justification

The project is being performed at the request of the County. As Onslow County's new Justice Complex neared completion, the contractor provided the County with a change order proposal to repave Tallman Street as well as, perform related sidewalk and drainage construction. The County subsequently asked the City to review the proposal received due to the Engineering Division's extensive experience with street reclamation projects. City staff determined that the proposed price for the work described by the proposal seemed to be more than what the City has been paying for similar work. The County subsequently requested that the City execute the project with the understanding that the County would contribute funds towards construction of the project.

Expenditures	Prior	2012	2013	2014	2015	2016	Future	Total
Engineering/Design		25,000						25,000
Construction		220,641						220,641
Contingency		33,359						33,359
<b>Total</b>		<b>279,000</b>						<b>279,000</b>

Funding Sources	Prior	2012	2013	2014	2015	2016	Future	Total
Onslow County Government C		124,000						124,000
Powell Bill		84,436						84,436
Water and Sewer Fund		70,564						70,564
<b>Total</b>		<b>279,000</b>						<b>279,000</b>

### Budget Impact/Other

IMPACT IF CANCELLED OR DELAYED: The City's roadway system will continue to deteriorate resulting in potholing, increased service calls, an inconvenience to the motoring public, and increased construction cost when the roadway is rehabilitated.

Attachment

**B**

Thursday, October 13, 2011



**Ordinance 2011 – (x)**

**An Ordinance Amending the 2011/2012 City of Jacksonville  
Capital Improvement Plan (CIP) Adopted by Council June 21, 2011**

BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina, that the Capital Improvement Plan (CIP) is hereby amended as follows:

**1) Tallman and Court STs Road Improvements Project GF1211:**

The CIP is amended by Budget Ordinance #2011 - (x) to adjust the FY12 Capital Improvement Plan to increase the Tallman and Court Sts Road Improvements project. Additional services are necessary for the design of replacement of existing water line along Tallman Street from Court Street to approximately 23 Tallman Street; prepare plan and details for ground cable and wire conduits; and revise original design to increase width of street. It would also include the design to include topographic survey and permit application to the State. Total project costs increased from \$254,000 to \$279,000.

This ordinance shall be in full force and effective upon its adoption.

Adopted by the Jacksonville City Council in regular session on this 18<sup>th</sup> day of October 2011.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Carmen K. Miracle, City Clerk

Attachment

C



# Request for City Council Action

**Consent  
Agenda  
Item:**

**3**

**Date:** 10/18/2011

---

**Subject:** 2011 COPS Hiring Program (CHP) Grant Award Acceptance

**Department:** Police

**Presented by:** Mike Yaniero, Chief of Police

**Presentation:** No

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## Issue Statement

The Police Department has received notification of a 2011 COPS Hiring Program Grant Award to hire two police officers.

## Financial Impact

The estimated amount of federal funds to be awarded over the three-year grant period is \$328,526.00. No local match is required. Equipment and supply costs will be borne by a combination of City funding and funding derived from the Police Department's participation in the Department of Justice Asset Forfeiture Program.

## Action Needed

Consider accepting the grant and authorizing the City Manager to sign the grant documents, and approving the Position and Budget Amendments.

## Recommendation

Staff recommends Council accept the grant and authorize the City Manager to sign the grant documents, and approve the Position and Budget Amendments.

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

- A. Budget Amendment – COPS Grant Project
- B. Authorized Position Amendment – COPS Grant Project



# Staff Report

Consent  
Agenda  
Item:

3

---

## 2011 COPS Hiring Program (CHP) Grant Award Acceptance

### **Introduction**

The COPS Hiring Program is a competitive grant program that provides funding directly to state, local and tribal law enforcement agencies nationwide to hire and /or rehire full-time sworn officers to increase their community policing capacity and crime prevention efforts. CHP grants provide 100 percent funding for approved entry-level salaries and fringe benefits for three years (36 months) for newly-hired, full-time sworn officer positions, or for rehired officers who have been laid off or are scheduled to be laid off on a future date as a result of local budget cuts.

Up to \$247 million was appropriated for CHP in fiscal year 2011. The City of Jacksonville has been notified that we have been awarded a grant for two officers. The estimated amount of federal funds to be awarded over the three-year grant period is \$328,526.00

Equipment and supply costs over the three year grant period will be addressed by a combination of funding from City funds and funds collected through the Department of Justice's Asset Forfeiture Program. Jacksonville Police Department participates in this federal program that encompasses the seizure and forfeiture of assets that represent the proceeds of federal crime, or were used to facilitate federal crimes. The program employs asset forfeiture powers in a manner that enhances public safety and security by removing the proceeds of crime and other assets that criminals and their associates need to perpetuate their criminal activity against our society. Asset forfeiture is a powerful tool to disrupt or dismantle criminal organizations that would continue to function successfully if police only convicted and incarcerated specific individuals. JPD receives a percentage of the assets seized in federal crimes in cases resolved by the agency.

This is the second consecutive year that the City has been awarded funding through the COPS-CHP program. The program awarded only eight officers total in the state of North Carolina this year, with the City of Jacksonville awarded two of that total.

### **Procedural History**

- **Spring 2009** - JPD staff submits application for FY 2009 COPS Hiring Recovery Program (CHRP) grant
- **June 2009** - JPD does not receive FY 2009 CHRP
- **June 2009** - JPD application placed in a pool of approximately 6,000 "pending" applicants for future funding

- **June 2009** - No new application for CHP in FY2010 will be accepted
- **May, 2010** - JPD received notification of funding availability to pending 2009 CHRP applicants
- **June 30, 2010** - JPD submits required application update to CHRP for evaluation/consideration for 2010 COPS Hiring Program funds
- **September 30, 2010** - JPD receives notification of 2010 COPS Hiring Program award for six officers.
- **Spring, 2011** – JPD staff submits applications for FY 2011 COPS – CHP Program grant
- **September 20, 2011** – JPD received notification of grant award for 2 officers
- **October 18, 2011** – Staff requests consideration to accept grant award

### **Stakeholders**

- Citizens of Jacksonville
- Jacksonville Police Department

### **Options**

Option 1: Accept the grant and authorize the City Manager to sign the grant documents, and approve the Position and Budget Amendments. (**RECOMMENDED**)

- Pro: These funds will improve the Police Department's capabilities to continue their efforts in proactive policing with minimum impact to the current City budget in the current high growth environment.
- Con: The City will have to provide local funding for police officers to continue to address the demand for police services for a minimum of 12 months after the next three years.

Option 2: Deny the request to accept the grant and authorize the City Manager to sign the grant documents, and approve the Position and Budget Amendments.

- Pro: None
- Con: The City will not receive grant funding for the additional officers and have to provide local funding to address the demand for police services.

ORDINANCE (2011-)

AN ORDINANCE AMENDING THE FISCAL YEAR 2012 BUDGET

BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina that the following amendment to the Fiscal Year 2012 COPS Grant Project budget is hereby enacted:

**COPS GRANT PROJECT - PD1202**

REVENUES	BUDGET	CHANGE	TOTAL
COPS GRANT	-	328,526	328,526
TOTAL ADJUSTMENTS		328,526	
TOTAL PROJECT REVENUES	-	328,526	328,526
EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	-	328,526	328,526
TOTAL ADJUSTMENTS		328,526	
TOTAL PROJECT EXPENDITURES	-	328,526	328,526

*The purpose of this budget amendment is to establish the COPS grant project for FY12.*

This ordinance shall be effective upon its adoption.

ADOPTED by the Jacksonville City Council in regular session this 18th day of October 2011.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Carmen K. Miracle, City Clerk

Attachment

**A**

ORDINANCE (2011-)

AN ORDINANCE AMENDING THE FISCAL YEAR 2012 BUDGET

BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina that the following amendment to the Fiscal Year 2012 budget position count is hereby enacted:

**GENERAL FUND**

<u>Recreation-Seniors Division</u>	<u>Beginning</u>	<u>Change</u>	<u>Ending</u>
COPS Grant Sworn Officers	6	2	8
Total COPS Grant Sworn Officers	6	2	8
Total General Fund Full-Time Positions	378.5	2	380.5
Total City-Wide Full-Time Positions	548	2	550

Funds for two sworn officer positions for the 2011 COPS Grant were recently awarded to the Police Department for Fiscal Years 2012 - 2014. However, the approved position count does not accurately reflect these funded positions. This amendment makes the necessary adjustment.

This ordinance shall be effective upon its adoption.

ADOPTED by the Jacksonville City Council in regular session this 18th day of October 2011.

ATTEST:

\_\_\_\_\_  
Sammy Phillips, Mayor

\_\_\_\_\_  
Carmen K. Miracle, City Clerk

Attachment

**B**



# Request for City Council Action

**Consent  
Agenda  
Item:  
Date:**

**4**

**10/18/2011**

---

**Subject:** Award Bid for Purchase of Fully Automated Refuse Truck  
**Department:** Public Services/Sanitation  
**Presented by:** Kerry Terrell/Ed Richards  
**Presentation:** No

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## Issue Statement

The Sanitation Division continues to implement the conversion to automated refuse collections. To achieve this goal, bids were solicited, received and opened September 15, 2011 for the purchase of an automated refuse collection truck.

## Financial Impact

Funds in the amount of \$240,000 have been budgeted by City Council for the purchase of a fully automated refuse collection truck.

## Action Needed

Consider awarding the bid to purchase a fully automated refuse collection truck.

## Recommendation

Staff recommends awarding the bid to purchase a fully automated refuse collection truck to Trans Source, Inc., in the amount of \$235,427.00.

Approved: ☒ City Manager ☐ City Attorney

Attachments:



# Staff Report

Consent  
Agenda  
Item:

4

## Award Bid for the Purchase of an Automated Refuse Truck

### **Introduction**

In 2008, the City of Jacksonville approved the purchase of the first automated refuse collection truck, initiating the implementation of a fully automated refuse collection program. This action was the logical progression based on the recommendations made by R. W. Beck, a solid waste consulting firm back in 2005. At that time, the City had R. W. Beck evaluate the services and operations of the Sanitation Division.

One of the purposes of the evaluation and the subsequent implementation of automated refuse collection was to reduce collection cost (salaries, worker's compensation cost etc.) and maintain an effective, efficient and productive collection service for the citizens of Jacksonville. The City moved forward with this purpose and presently we now have three (3) automated refuse collection trucks operating within the City.

Continuing forward with this purpose, the Sanitation and Fleet Maintenance solicited bids for the purchase of a fourth automated refuse collection truck. Twelve bids were received and reviewed by both Divisions.

Based on the RFB's specifications and the experience of three (3) years of operation, both Fleet Maintenance and the Sanitation Division recommend awarding the bid for the purchase of an automated refuse truck to Trans Source, Inc. (Option 1, on the bid tabulation sheet). In addition to the base bid of \$229,967.00, Fleet Maintenance and the Sanitation Division would like to recommend the following options:

- |    |  |          |
|----|--|----------|
| 1. | Upgrade the collection arm to a heavy duty model | (\$2970) |
| 2. | Add 3 <sup>rd</sup> Camera Option                | (\$540)  |
| 3. | Chassis maintenance Software/Pro Link adapter    | (\$1950) |

The total cost of additional options totals \$5460, added to the bid price of \$229,967 bring the final total to \$235,427.00.

The upgrade of the collection arm would reduce or eliminate the need to adjust the lift chain on the collection arm. The 3<sup>rd</sup> camera, along with the other two cameras would increase visibility around the truck for the operator and lastly, the chassis maintenance software would allow for quick diagnosis of truck problems by Fleet Maintenance.



**BID TABULATION**  
**For**  
**Bid Number 12-06**  
**Request for Bids**  
**One (1) Fully Automated Side Loading Refuse Collection Truck**

<b>DEALER</b>	<b>MODEL</b>	<b>BIDS</b>		
Triple T Parts & Equipment Company, Inc 104 Daisy Scott Road Rocky Point, North Carolina 28457	2013 Mack LEU 613 Heil Python	\$224,995.00		
	2012/13 Mack LEU 613 Labrie Automizer	\$236,495.00		
	2013 Mack LEU 613 G&S Automated Model 8129A	\$229,938.00		
	2012/13 Mack LEU 613 New Way Sidewinder	\$229,489.00		
Trans Source, Inc. 8808 Midway Road West Raleigh, North Carolina 27617	2012 Mack LEU 613 Labrie Automizer	Option 1 \$229,967.00	Option 2 \$230,511.00	Option 3 \$234,518.00
	2012 Mack LEU 613 New Way Sidewinder	222,428.00	\$222,972.00	\$226,979.00
Advantage Truck Center 2550 North Church Street Rocky mount, North Carolina 27804	2010/11 Autocar ACX64 Labrie Automizer	\$247,242.00		
	2010/11 Autocar ACX64 with New Way Sidewinder Body	\$239,702.00		

From the bid tabulation information above, you will notice that several bids are lower than that recommended by staff. In an effort to fully compare equipment and get a clear perspective of what was offered compared to we requested, we asked the dealers for physical inspections of the Heil Python body, as well as, the New Way Sidewinder body. The Mack and Autocar cab and chassis we were familiar with from previous demonstrations.

Our experience for the past three (3) years has been with the Mack LEU 613 Labrie Automizer chassis and body and one of its primary features for staff was the Twelve (12) foot reach on the collection arm and the heavy duty body of the Labrie model. Two (2) units, the bid for \$229,938 and the bid of \$224,995 both by Triple T Parts & Equipment Company did not meet the specifications of the collection arm.

The Labrie Automizer body, we feel has the more superior body and hopper specifications as compared to the competitors and we felt for our application of this equipment the heavier duty model would help keep maintenance and repair cost to a minimum.

Based on Fleet Maintenance's experience with maintenance on the Mack LEU 613 Labrie chassis and body and the Sanitation's operational experience with this unit both Division's recommend awarding the bid for the purchase of an automated refuse collection truck to Trans Source, Inc. with the additions mentioned above in the amount of \$235, 427.00.

### **Stakeholders**

- Citizens and taxpayers of the City

### **Options**

Option 1      Award bid for the purchase of a fully automated refuse collection truck to Trans Source, Inc. in the amount of \$235,427.00. **(RECOMMENDED)**

Pros: City continues to move towards a more progressive, productive and efficient use of technology and manpower in the refuse collection field which will enable the City to reduce the size of refuse collection crews and thus potentially save monies related to personnel cost.

Cons: The upfront cost is higher than the cost of a rear loading refuse collection truck.

Option 2      Award bid for the purchase of a fully automated refuse collection truck without the added options.

Pros: City continues to move towards a more progressive, productive and efficient use of technology and man power in the refuse collection field which will enable the City to reduce the size of refuse collection crews and thus potentially save monies related to personnel cost.

Cons: The upfront cost is higher than the cost of a rear loading refuse collection truck, and eliminating options could increase maintenance cost and time.

Option 3      Award the bid for the purchase of a fully automated refuse collection truck to the lowest bidder.

Pros: Positives would be the same as Option 1, and the savings in purchasing the lower cost unit would be greater.

Cons: As in Option 2, the upfront cost in purchasing an automated truck would be greater. Also, the lowest bid truck is not as heavy duty in the body and hopper as the truck recommended by staff.

Option 4      Deny awarding the bid for the purchase of a fully automated refuse collection truck.

Pros: Staff could rebid for the purchase of an automated refuse collection truck which could possibly save budgeted funds.

Cons: Rebidding could result in an increase in purchase cost for the automated refuse collection truck.



# Request for City Council Action

Consent  
Agenda  
Item: **5**  
Date: 10/18/2011

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**Subject:** Authorization to Condemn Financial Guarantee  
**Department:** Public Services/Engineering  
**Presented by:** Tom Anderson  
**Presentation:** No

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## Issue Statement

As directed by Council, staff is requesting authorization to process condemnation of the financial guarantee held by the City if the developer is unable or unwilling to extend the Surety Agreement.

## Financial Impact

None.

## Action Needed

To authorize staff to process condemnation of the financial guarantee if the developer is unwilling or unable to extend the Surety Agreement.

## Recommendation

Staff recommends that Council move to authorize staff to process condemnation of the financial guarantee if the developer is unwilling or unable to extend the Surety Agreement.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

None



# Staff Report

Consent  
Agenda  
Item:

5

## Authorization to Condemn Financial Guarantees

### Introduction

In order to keep sureties and agreements current, Staff needs permission from Council to extend or condemn expiring financial guarantees held by the City if the developer is unable or unwilling to provide renewed financial guarantees.

### Procedural History

The City's Subdivision Ordinance stipulates how the City handles Subdivision Agreements, their warranty periods and the financial guarantees related to that project. City Council must authorize the extension of an agreement or warranty period and/or give authorization to condemn financial guarantees. The following subdivision has an agreement that soon will be expiring:

<u>Project Name</u>	<u>Expiration Dates</u>	<u>Amount</u>	<u>Extension</u>
Aragona Village Section XI-A	LOC: 12/26/2011 WAR: 9/2/2012	\$27,709.70	1 <sup>st</sup> 1 <sup>st</sup>
Aragona Village Section XI-A (NCDOT Turn Lane)	LOC: 12/10/2011 WAR: 9/2/2012	\$48,000.00	1 <sup>st</sup> 1 <sup>st</sup>
Ivy Glen Section I	LOC: 12/7/2011 AGR: 12/7/2011	\$37,614.98	2 <sup>nd</sup> 2 <sup>nd</sup>
Ivy Glen Section II	AGR: 12/7/2011	\$149,053.90	1 <sup>st</sup>
Southpointe Section II-C at Carolina Forest	LOC: 12/11/2011 WAR: 12/7/2012	\$18,117.70	1 <sup>st</sup> 1 <sup>st</sup>

### Definitions:

LOC:	Letter of Credit	WAR:	Warranty	AGR:	Agreement
CD:	Certificate of Deposit	SIDE:	Sidewalk Agreement	BND:	Bond

Aragona Village Section XI-A – The Surety will expire December 26, 2011. This project is in the warranty period which will expire September 2, 2012.

Aragona Village Section XI-A NCDOT Turn Lane – The Surety will expire December 10, 2011. This project is in the warranty period which will expire September 2, 2012.

Ivy Glen Section I – The Surety and Agreement will expire December 7, 2011. This project is still under construction. The Developer needs to make some improvements and then may request a final inspection and acceptance of the public improvements for City maintenance. Once the project has been accepted, it will begin an eighteen month warranty period.

Ivy Glen Section II – The Surety will expire June 21, 2012 and the Agreement will expire December 7, 2011. This project is still under construction. The Developer needs to make some improvements and then may request a final inspection and acceptance of the public improvements for City maintenance. Once the project has been accepted, it will begin an eighteen month warranty period.

Southpointe Section II-C at Carolina Forest – The Surety will expire December 11, 2011. This project is in the warranty period which will expire December 7, 2012.

### **Stakeholders**

- Developers: White Oak Construction Company; Piney Green Construction Company, Inc.; and Carolina Forest Developers, LLC.
- Residents of the City of Jacksonville

### **Options**

**Approve:** Authorize staff to process condemnation of the financial guarantee if the developer is unwilling or unable to extend the Surety Agreement. **(RECOMMENDED)**

Pro: City may process condemnation of the financial guarantee in order to complete infrastructure.

Con: Developer may walk away from the agreement without any recourse leaving infrastructure that has not been installed and possibly at an expense to the City to complete the construction.

**Deny:** Take no action

Pro: Taking no action on this item offers no advantage to the City.

Con: Developer may walk away from the agreement without any recourse leaving infrastructure that has not been installed and possibly at an expense to the City to complete the construction.



# Request for City Council Action

**Consent  
Agenda  
Item:** **6**  
**Date:** 10/18/2011

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**Subject:** Municipal Agreement for Transportation Improvements Plan (TIP)  
Project - TIP Project U-5132, New Marine Corps Base Entrance Gate

**Department:** Public Services

**Presented by:** Deanna Young

**Presentation:** No

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## Issue Statement

The N.C. Department of Transportation (NCDOT) has plans to make improvements to NC 24 (Lejeune Boulevard) which includes constructing a trumpet interchange between SR 1308 (Bell Fork Road) and US 17 Bypass for new access to Camp Lejeune Marine Corps Base. This Project, known as New Marine Corps Base Entrance Gate, is expected to be advertised in April 2012. Once bids have been received, NCDOT will submit a Utility Agreement for the City to execute which will reflect actual bid prices for this work.

At the City's request, NCDOT has prepared a cost estimate to relocate these utilities in the amount of \$300,000. These utility lines have been designed by NCDOT and will be relocated by NCDOT's contractor during the construction of this project.

## Financial Impact

Project expenditures are estimated to total \$300,000 which will be covered by the next revenue bond issue.

## Action Needed

Consideration of the Utility Agreement and Budget and CIP Amendments.

## Recommendation

Staff recommends that Council approve the Utility Agreement and Budget and CIP Amendments as presented.

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

- A Transportation Improvement Project Municipal Agreement
- B Budget Amendment
- C CIP Description Page
- D CIP Amendment



# Staff Report

Consent  
Agenda  
Item:

6

Municipal Agreement for Transportation Improvements Plan (TIP) Project -  
TIP Project U-5132, New Marine Corps Base Entrance Gate

## **Introduction**

The N.C. Department of Transportation (NCDOT) has plans to make improvements to NC 24 (Lejeune Boulevard) which includes constructing a trumpet interchange between SR 1308 (Bell Fork Road) and US 17 Bypass for new access to Camp Lejeune Marine Corps Base. This Project, known as New Marine Corps Base Entrance Gate, is expected to be advertised in April 2012. Once bids have been received, NCDOT will submit a Utility Agreement for the City to execute which will reflect actual bid prices for this work.

At the City's request, NCDOT has prepared a cost estimate to relocate these utilities in the amount of \$300,000. These utility lines have been designed by NCDOT and will be relocated by NCDOT's contractor during the construction of this project.

## **Stakeholders**

- City Residents
- NCDOT
- Traveling Motorists

## **Options**

Option #1: Approve the Utility Agreement and Budget and CIP Amendments  
**(RECOMMENDED)**

Pros: By requesting NCDOT to include the necessary utility adjustments, it will allow one entity to facilitate the design and construction of a project thereby allowing the project to move forward much quicker.

Cons: Although the City will provide comments on the relocation of the utility adjustments, NCDOT will be solely responsible for project management.

Option #2: Reject the Municipal Agreement as well as the Budget and CIP Amendments

Pros: NCDOT could not proceed with the design and construction of this project pending additional information from the City with regards to the relocation of the utility adjustments.

Cons: The City would need to enter into a contract with an Engineering Firm for design and construction of the utility adjustments which would cause a delay for NCDOT as well as adding an additional project for the City to manage and more than likely increase the cost of the utilities relocation.



NORTH CAROLINA

**TRANSPORTATION IMPROVEMENT PROJECT –  
MUNICIPAL AGREEMENT**

ONslow COUNTY

DATE: 5/19/2011

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: U-5132

AND

WBS Elements: 45155.3.1

CITY OF JACKSONVILLE

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Jacksonville, a local government entity, hereinafter referred to as the "Municipality".

**WITNESSETH:**

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project U-5132, in Onslow County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following applicable legislation: General Statutes of North Carolina, Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

## **SCOPE OF THE PROJECT**

1. The Project consists of improvements to NC 24 (Lejeune Blvd) which shall consist of constructing a trumpet interchange between SR 1308 (Bell Fork Rd) and US 17 Bypass for new access to Camp Lejeune Marine Corp Base.

## **PLANNING, DESIGN AND RIGHT OF WAY**

2. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.
3. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

## **UTILITIES**

4. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project and shall exercise any rights which it may have under any franchise to effect all necessary changes, adjustments, and relocations of telephone, telegraph, and electric power lines; underground cables, gas lines, and other pipelines or conduits; or any privately - or publicly-owned utilities.
  - A. Said work shall be performed in a manner satisfactory to the Department prior to the Department beginning construction of the Project. The Municipality shall make every effort to promptly relocate said utilities in order that the Department will not be delayed in the construction of the Project.
  - B. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.
  - C. The Department, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.

- D. If applicable, the Department shall reimburse the Municipality in accordance with the Municipally Owned Utility Policy of the Department approved by the Board of Transportation.
- E. If the Municipality requests the Department to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, the Municipality shall reimburse the Department all costs associated with said relocation. The current estimated cost of this relocation is \$300,000 (estimate based on preliminary plans). Reimbursement will be based on final project plans and actual costs of relocation. If a request is received from the Municipality, a separate Utility Agreement will be prepared to determine the reimbursement terms and an updated cost estimate.

## **CONSTRUCTION AND MAINTENANCE**

- 5. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.
- 6. It is further agreed that upon completion of the Project, the Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
- 7. Upon completion of the Project, the improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

## **ADDITIONAL PROVISIONS**

- 8. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
- 9. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
- 10. All terms of this Agreement are subject to available departmental funding and fiscal constraints.

11. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: CITY OF JACKSONVILLE

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

Approved by \_\_\_\_\_ of the local governing body of the City of Jacksonville

as attested to by the signature of Clerk of said governing body on \_\_\_\_\_ (Date)

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

BY: \_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Jacksonville

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

ORDINANCE (2011-)

AN ORDINANCE AMENDING THE FISCAL YEAR 2012 BUDGET

BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina that the following amendment to the Fiscal Year 2012 Relocate Utilities - New Base Entry Project budget is hereby enacted:

**RELOCATE UTILITIES-NEW BASE ENTRY PROJECT - WF1202**

REVENUES	BUDGET	CHANGE	TOTAL
REVENUE BONDS	-	300,000	300,000
TOTAL ADJUSTMENTS		300,000	
TOTAL PROJECT REVENUES	-	300,000	300,000

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	-	300,000	300,000
TOTAL ADJUSTMENTS		300,000	
TOTAL PROJECT EXPENDITURES	-	300,000	300,000

*The purpose of this budget amendment is to establish the Relocate Utilities - New Base Entry project for FY12. Borrowing for this project will not take place until FY13 whereas the Water Sewer Fund will be adjusted to reflect the debt associated with this project.*

This ordinance shall be effective upon its adoption.

ADOPTED by the Jacksonville City Council in regular session this 18th day of October 2011.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Carmen K. Miracle, City Clerk

Attachment

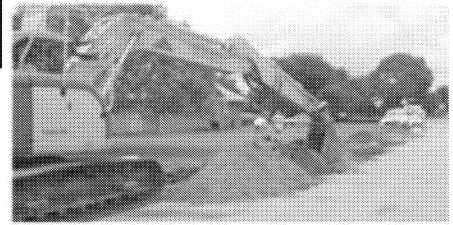
**B**

# Capital Improvement Plan

## City of Jacksonville, NC

2012 thru 2016

Project # **WS-12 WF1202**  
 Project Name **New Base Entry NCDOT Relocate Utilities U5132**



Type Replacement Department Public Services  
 Useful Life 30 Contact Wally Hansen  
 Category Combined Infrastructure Priority C Committed To  
 Part of Master Plan N Growth Related N  
 Externally Mandated Y Service Related Y  
 Status Active

### Description

Funding is needed to relocate utilities in conjunction with planned NCDOT projects. Staff has received preliminary cost estimates for the New Marine Corps Base Entry (U-5132).

The N.C. Department of Transportation (NCDOT) has plans to make improvements to NC 24 (Lejeune Boulevard) which includes constructing a trumpet interchange between SR 1308 (Bell Fork Road) and US 17 Bypass for new access to Camp Lejeune Marine Corps Base.

### Justification

The City is responsible for relocating and/or replacing City owned utilities that conflict with NCDOT projects.

Expenditures	Prior	2012	2013	2014	2015	2016	Future	Total
Construction		300,000						300,000
<b>Total</b>		<b>300,000</b>						<b>300,000</b>

Funding Sources	Prior	2012	2013	2014	2015	2016	Future	Total
Revenue Bonds		300,000						300,000
<b>Total</b>		<b>300,000</b>						<b>300,000</b>

### Budget Impact/Other

IMPACT IF CANCELLED OR DELAYED: If this project is not funded, the City may not have sufficient funds to replace or relocate infrastructure as required by NCDOT. In addition, the City's utilities may be damaged during construction or difficult/impossible to access after a roadway project is complete.

-Revenue bonds financed for 20 years at 5.25%.

Budget Items	Prior	2012	2013	2014	2015	2016	Future	Total
Debt Service-Revenue Bonds		12,382	24,408	24,408	24,408	24,408	378,324	488,338
<b>Total</b>		<b>12,382</b>	<b>24,408</b>	<b>24,408</b>	<b>24,408</b>	<b>24,408</b>	<b>378,324</b>	<b>488,338</b>

Attachment

**C**

Thursday, October 13, 2011

**Ordinance 2011 – (x)**

**An Ordinance Amending the 2011/2012 City of Jacksonville  
Capital Improvement Plan (CIP) Adopted by Council June 21, 2011**

BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina, that the Capital Improvement Plan (CIP) is hereby amended as follows:

**1) New Marine Corps Base Entrance (U-5132) Utility Relocation:**

The CIP is amended by Budget Ordinance #2011 - (x) to adjust the FY12 Capital Improvement Plan to add the New Marine Corps Base Entrance (U-5132) Utility Relocation project. The N.C. Department of Transportation (NCDOT) has plans to make improvements to NC 24 (Lejeune Boulevard) which includes constructing a trumpet interchange between SR 1308 (Bell Fork Road) and US 17 Bypass for new access to Camp Lejeune Marine Corps Base. This Project, known as New Marine Corps Base Entrance Gate, is expected to be advertised in April 2012. These utility lines have been designed by NCDOT and will be relocated by NCDOT's contractor during the construction of this project. Total estimated cost of this project is \$300,000.

This ordinance shall be in full force and effective upon its adoption.

Adopted by the Jacksonville City Council in regular session on this 18<sup>th</sup> day of October 2011.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Carmen K. Miracle, City Clerk

Attachment

**D**





# Request for City Council Action

**Consent  
Agenda  
Item:**

**7**

**Date:** 10/18/2011

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**Subject:** Award Bid for Purchase of Knuckle Boom/Grapple Truck

**Department:** Public Service/Sanitation

**Presented by:** Kerry Terrell/Ed Richards

**Presentation:** No

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## Issue Statement

Vehicle 120 is a 2001 model that is due to be replaced as per the Sanitation Division's replacement schedule. We are recommending the purchase of a new knuckle boom truck and to retain vehicle 120 as a backup unit within the Division.

## Financial Impact

None, funds in the amount of \$125,000 have already been budgeted and approved by City Council for this purchase.

## Action Needed

Consider approving the purchase of a Knuckle Boom truck in the amount of \$109,992.00 which includes \$3,350.00 for 3500 RDS Allison transmission upgrade and authorizing the retention of vehicle 120 as a backup unit.

## Recommendation

Staff recommends awarding the bid to Triple T Freightliner in the amount of \$109,992.00 for the purchase of a Knuckle Boom Truck and authorizing the retention of vehicle 120 as a backup unit.

Approved: ☒ City Manager ☐ City Attorney

Attachments:



# Staff Report

## Award of Bid for Purchase of Knuckle Boom/Grapple Truck

### **Introduction**

In accordance with the established replacement schedule in the Sanitation Division and concurrence by Fleet Maintenance, vehicle 120 is due to be replaced. This vehicle is a knuckle boom/grapple type unit used to collect construction material, large yard waste piles, appliances and bulky wastes such as furniture.

In discussing this replacement with senior management and Fleet Maintenance, it was suggested that we retain vehicle 120 as a backup unit. Retention of this unit would give the Sanitation Division significant flexibility in responding to customer requests, emergency situations, such as storms and it would allow maintenance on the boom trucks without interrupting daily service. We would like Council to consider retaining the existing vehicle as a backup unit.

Fleet Maintenance and the Sanitation Division solicited and received bids for the purchase of a new Knuckle Boom/Grapple Truck. These bids were opened on September 15, 2011. Based on the specifications in our RFB, Fleet Maintenance and the Sanitation Division recommend awarding the bid to purchase a Knuckle Boom/Grapple Truck to Triple T Freightliner in the amount of \$109,992.00 which includes \$3,350 for the option of adding a 3500 RDS Allison transmission. This transmission is recommended by Petersen Industries.

The two (2) lowest bids from Piedmont Truck Center, Inc. of \$104,600 and \$105,500, respectfully, were for 2011 models and the chassis (F750) did not meet the specifications outlined in our RFB.

The Pac Mac body model, quoted on 4 of the bids, requires a 262" wheel base which does not meet of our bid specification of a 238" wheel bas. Petersen met the requirements of our bid specifications in this respect. The bucket on the Pac Mac model does not have a center packing ram but the Petersen bucket does which allows the bucket to pick up more material. The Pac Mac model has a 15 ton twin multi stage telescopic hoist, whereas; Petersen has a 16 ton single stage scissor hoist cylinder. Single stage hoist cylinders are potentially less expensive to repair or replace than multi stage cylinders. The lighting package on the Petersen is recessed to protect lighting around the truck while the Pac Mac model does not offer this protective feature.

**Bid Number 12-05**  
**Request for Bids**  
**One Knuckle boom/Grapple Truck with Dump Body/Cab and Chassis**

<b>DEALER</b>	<b>MODEL</b>	<b>BID #1</b>	<b>MODEL</b>	<b>BID #2</b>
Quality Trucks Bodies 5316 Rock Quarry Road Elm City, North Carolina 27822	2012 Freightliner M2 106 F110A.22	\$115,812.51		
Carolina Environmental Systems, Inc. 2750 Hwy 66 South Kernersville, North Carolina 27284	2012 Freightliner M2 106 Pac Mac KBF- 20H with TKB1824 Dump Body	\$107,609.00		
Piedmont Truck Center, Inc. 412 South Regional Road Greensboro, North Carolina 27409	2011 Ford F750 Pac Mac KBF- 20H Loader with TKB1824 Dump Body	\$104,600.00	2011 Ford 750 Petersen TL-3 Grapple Loader	\$105,500.00
PaL-Fleet Truck Equipment Co. P.O. Box 26684 Charlotte, North Carolina 28221	2012 Kenneth T300 Epsilon M100 L72 Godwin Dump Body	\$139,201.00		
Triple T Parts & Equipment 104 Daisy Scott Road Rocky Point, North Carolina 28457	2012 International Model 4300M7 Pac Mac KBF- 20H with TKB1824 Dump Body	\$108,975.00	2012 International Model 4300M7 Petersen TB1824 Petersen TL-3	\$109,995.00
Triple T Freightliner 2715 Hwy 421 North Wilmington, North Carolina 28402	2012 Freightliner M2106 Pac Mac	\$105,656.00	2012 Freightliner M2106 Petersen TL-3	\$106,642

## **Stakeholders**

- Citizens and taxpayers of the City

## **Options**

Option 1 – Award the bid to Triple T Freightliner in the amount of \$109,992.00 for the purchase of a Knuckle Boom Truck and authorize the retention of vehicle 120 as a backup unit for the Division. (**RECOMMENDED**)

Pros: Continued move towards a more progressive, productive and efficient use of present day technology.

Cons: Upfront cost of new unit and maintenance cost of retaining older boom truck.

Option 2 –Award bid to lowest bidder and retain older unit as backup unit for the Division.

Pros: Positives would be the same as option 1, and the saving from the budgeted amount would be greater.

Cons: Upfront cost of new unit and maintenance cost of retaining older boom truck.

Option 3 –Award bid to Triple T Freightliner in the amount of \$106,642.00 for the purchase of a Knuckle Boom/Grapple Truck without transmission upgrade and decline retaining the older unit as a backup unit.

Pros: Positives would be the same as in option 1.

Cons: Upfront cost of new unit.

Option 4 –Decline to award bid for the purchase of a Knuckle Boom/Grapple Truck.

Pros: Staff could rebid for purchase of Knuckle Boom/Grapple Truck.

Cons: Costs associated with the purchase of a Knuckle Boom/Grapple Truck could increase based on market prices.



# Request for City Council Action

<b>Agenda Item:</b>	<b>8</b>
<b>Date:</b>	10/18/2011

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**Subject:** Department of Transportation Mowing Agreement

**Department:** Recreation and Parks

**Presented by:** Michael Liquori, Parks Superintendent

**Presentation:** Yes

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## Issue Statement

The Recreation and Parks Department has been mowing Western Boulevard Extension from Highway 17 to Gateway North since July, 2010. Staff is requesting Council to approve the Mowing Agreement with North Carolina Department of Transportation (NCDOT) which will allow the City to receive reimbursement for the mowing of Western Boulevard Extension on an annual basis and to amend the Recreation and Parks Department budget to appropriate the funds received from NCDOT.

## Financial Impact

The Recreation and Parks Department FY2012 budget will be increased by \$931 to partially cover the costs of the mowing of the NCDOT right-of-way on Western Boulevard.

## Action Needed

Consider authorizing the City Manager or his representative to sign the NCDOT Mowing Agreement and approving the Budget Amendment.

## Recommendation

Staff recommends that Council authorize the City Manager or his representative to sign the NCDOT Mowing Agreement and approve the Budget Amendment.

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

- A NCDOT Mowing Agreement
- B Budget Amendment

## Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

**Entity:** City of Jacksonville

**County:** Onslow

**WBS Element:** 3.106715

**Scope:** The Project consists of the Municipality to perform "routine" and/or "clean-up" mowing of vegetation with the State Highway System right of ways of secondary and some primary roads.

NORTH CAROLINA  
ONslow COUNTY

**MOWING AGREEMENT**

DATE: 8/18/2011

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 3.106715

CITY OF JACKSONVILLE

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Jacksonville, hereinafter referred to as the "Municipality".

**WITNESSETH:**

WHEREAS, the Municipality has requested to perform "routine" and/or "clean-up" mowing of vegetation with the State Highway System right of ways of secondary roads.

WHEREAS, the Municipality has agreed to perform said mowing subject to the conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

1. The Project consists of performing "routine" and "cleanup" mowing of vegetation within the State Highway system right of ways on NC 53, Western Boulevard Ext. from US 17 to Gateway North for a total of 1.2 miles in the City of Jacksonville in Onslow County.
2. All work shall be performed in accordance with generally accepted horticultural practices, Departmental standards and specifications and the attached Exhibit "A". The Municipality, and or its contractor, shall provide the equipment, labor, materials, and traffic controls to perform said mowing services for locations shown on Exhibit "B".
3. The Municipality, and or its contractor, shall provide the equipment, labor, materials, and traffic controls to perform said mowing service. All work shall be performed in accordance with generally accepted horticultural practices, Departmental standards and specifications.
4. Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority

Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as required by GS 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at: [www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html](http://www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html).

(A) No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.

(B) Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

5. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
6. The Municipality shall complete at least two (2) mowing cycles, one in late spring/early summer and one in late summer/early fall, that will include the entire limits of the highway right-of-way, which is approximately 30 feet on each side of the road's centerline or to established mowing limits along the route. The remainder of the mowing cycles shall include at least the road shoulders, as well as the ditch and back slope areas. The Municipality shall complete a minimum of six (6) mowing cycles per year.
7. This Agreement shall remain in effect for a one-year period, beginning April 1, 2011 through December 15, 2011.
8. The Department shall reimburse the Municipality for a maximum of six (6) mowing cycles per year. Two cycles will be clean-up mowing cycles and up to four cycles may be routine cycles. The allowable reimbursement for this agreement is estimated to be \$1,890.72.
9. Reimbursement shall be made annually upon completion of the yearly mowing cycle. The Municipality shall submit an itemized invoice to the Department upon completion of the yearly mowing cycle. Reimbursement shall be made upon approval of said invoice by the Department's Division Engineer and Financial Management Division.
10. The Municipality, and or its agent, shall maintain adequate records and documentation to support the work performed under this agreement and shall permit free access to its records by official representatives of the State of North Carolina. Furthermore, the Municipality, or its agent, shall



maintain all pertinent records and documentation for a period of not less than five (5) years following the final audit by the Department.

11. At the end of the one year period, upon written mutual consent, this Agreement shall continue as written, with the understanding that the Department or the Municipality reserves the right to cancel this Agreement with a thirty (30) day written notice to the opposite party. If the Municipality desires to continue the mowing service described in this agreement, the Municipality and the Department shall re-negotiate the fee, if applicable.
12. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST: CITY OF JACKSONVILLE

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved by \_\_\_\_\_ of the local governing body of City of Jacksonville as

attested to by the signature of Clerk \_\_\_\_\_ of said governing body on \_\_\_\_\_ (Date)

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number

(SEAL)

Remittance Address:

City of Jacksonville

P. O. Box 128

Jacksonville, NC 28541

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(STATE HIGHWAY ADMINISTRATOR)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

## **EXHIBIT “A”**

### **DEFINITIONS:**

“Routine Mowing” – The area to be mowed along each roadway shall be in conformance with previously established mowing patterns. Typical mowing patterns are attached. Generally, the area to be mowed is from the travelway to the shoulder point and one “swath” beyond in fill sections and from the travelway to the ditch line and one “swath” beyond in cut sections. A “swath” is the width of cut for the mower being used and shall be a minimum of 5 feet. Routine mowing also includes the mowing of sight distance areas at intersections, interchanges, along curves, and sight distance at signs on freeways.

On divided highways, mowing in the median shall be performed in accordance with the established mowing patterns.

“Clean-Up” Mowing – Mowing within the right of way which includes the area established for “routine” mowing extends beyond these limits generally to the right of way line or to established mowing patterns. The areas included are shown on the typical mowing patterns included elsewhere in this proposal. Clean-up mowing includes the mowing of sight distance areas at intersections, interchanges, and along curves. On divided highways, mowing in the median shall be performed in accordance with established mowing patterns.

“Additional” Mowing – Any mowing required to be done which is not part of routine or clean-up mowing. Additional mowing will be performed only when and as directed by the Engineer.

### **PROJECT SPECIAL PROVISIONS**

Mowing Height for this contract shall be four (4) inches.

### **GENERAL INFORMATION:**

*Policy* – It is the policy of the North Carolina Department of Transportation to maintain State Highway system roadsides in a pleasing and safe condition commensurate with the function and service rendered by individual highway segments. It is intended that grass height within established mowing zones will be maintained between the height shown in the Project Special Provisions and eighteen (18) inches along interstate, primary, major paved

secondary, and urban routes. Along minor paved and unpaved secondary routes, grass heights may exceed eighteen (18) inches for varying periods of time; however, safe sight distances will be maintained.

*Growth Regulators/Retardants* – The City’s attention is direct to the fact that the Department may elect to use growth regulators/retardants on some sections of roadway. These sections will be identified to the prospective bidders at the Pre-Bid Conference. Generally, the need for mowing of these sections will be reduced during the mowing season. No payment will be made for mowing these sections unless mowing is specifically authorized by the Engineer.

“Routine” Mowing – The mowing pattern along each roadway shall be determined by the Engineer. Typical mowing patterns are attached.

“Clean-Up” Mowing – Mowing within the right of way which includes the area established for “routine” mowing and extends beyond these limits generally to the right of way line or to established mowing patterns. The areas included are shown on the typical mowing patterns that are attached.

Clean-up mowing includes the mowing of sight distance areas at intersections, interchanges, and along curves. On divided highways, mowing in the median shall be performed in accordance with established mowing patterns.

*Equipment* – The City must demonstrate to the satisfaction of the Engineer that the mowing equipment to be used in the work is in good working condition and suitable for performing the work required. Mowers shall consist of a commercial rotary mower which will be equipped so as to conform to the prevailing Occupational Safety Health Act Standards and shall have a minimum of two blinking amber lights, visible from both directions.

Mowers are to be equipped with shields which preclude foreign objects from being thrown out from the cutting unit enclosures. Tractors shall be equipped so as to conform to the prevailing Occupational Safety Health Act Standards. Tractors shall also be equipped with a minimum of two outside blinking amber lights, visible from both directions and one top of cab mounted amber rotating light, visible from both directions. The City must furnish, mount, and maintain a “Caution Mower” sign or a “caution” sign on the rear of each mower. In addition, the City shall display his company name on each tractor.

*Signing* – The City will furnish and erect “Mowing Ahead” signs which are to be kept appropriately spaced. The Engineer will determine the specific requirements for signing. A detail for the “Grass Mowing Ahead” sign is attached.

*Hours of Work* – The City’s operations will be restricted to daylight hours and no work may be performed on Sundays and legal State holidays unless otherwise approved by the Engineer. Work shall only be performed when visibility conditions allow safe operations.

ENGINEER:

*Engineer* – The Engineer for this project shall be the Division Engineer, Division of Highways, North Carolina Department of Transportation, for the Division in which the project is located, acting directly or through his duly authorized representatives.

*Authority* – The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the City. He shall have the authority to alter mowing priorities in order to address special needs of the Department. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders if the City fails to carry out promptly.

*Public Liability and Property Damage* – The City shall take out and maintain during the life of this contract such public Liability and Property Damage Insurance as shall protect him and subcontractors performing work covered by this contract from claims for damage for property damages which may arise from operations under this contract. Whether such operations are done by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$150,000 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$300,000 on account of one accident, and Property Damage Insurance in an amount not less than \$150,000.

Proof of insurance, as described above, shall be furnished to the Engineer prior to beginning work.

*Supervision* – At all times that work is actually being performed, the City shall have available on the project one competent individual who has been authorized to act in a supervisory capacity over all work. The individual who has been so authorized shall be experienced in the type of work being performed and is to be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and of receiving and carrying out directions from the Engineer or his authorized representative.

*Prosecution of Work* – The City will be notified by the Engineer as to when to begin operations for each cycle or portion thereof and for any additional mowing, the City shall begin work within five (5) working days after being notified. Any work performed prior to the time of notification by the engineer will not be included in any payment to the City. The City will be required to prosecute the work in a continuous and uninterrupted manner.

*Operation of Equipment* – The City shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Insofar as possible, the tractor wheels are to remain off the travelway during mowing operations. The equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended, unless approved by the Engineer.

*Responsibility for Damage Claims* – The City shall indemnify and save harmless the Department of Transportation and its officers, agents, and employees from all suits, actions or claims by any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the City, its agents or employees, in the performing of the contract.

*Protection and Restoration of Property* – The City shall be responsible for the protection from his activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and to poles, wires, cables, and other overhead structures.

The City shall conduct his operations so as to prevent damage to roadway delineators and signs. Should any essential sign (YIELD, ONE WAY, etc.) suffer more than minor damage, the Engineer, or his representative, shall be notified no later than the end of that working day. Damage to STOP signs shall be reported immediately. Such signs will be repaired or replaced by the Department at the City's expense. Damage to other signs, delineators, etc. may be repaired or replaced by the City subject to approval by the Engineer or they may be repaired or replaced by the Department at the City's expense.

The City shall protect carefully from disturbance or damage all land monuments and property markers.

The City shall be responsible for the removal, preservation, and resetting of all mail boxes disturbed by the mowing operations. The mail boxes and their supports, when reset, shall be left in as good a condition as they were prior to the mowing operation.

The City will be held responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, negligence, or misconduct in the execution of the work, he shall either restore at his own expense such property to a condition similar or equal to that existing before such damage or injury was done, or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the Department. In case of failure on the part of the City to restore such property or make good such damage or injury the Department may at the City's expense repair, rebuild, or otherwise restore such property in such manner as the Engineer may consider necessary.

#### DEFAULT TO CONTRACT:

*Declaration of Default* – The Department shall have the right to declare a default of contract for breach by the City of any material term or condition of the contract. Material breach by the City shall include, but specifically shall not be limited to, failure to begin work under the contract within the time specified; failure to provide workmen or equipment adequate to perform the work; unsatisfactory performance of the work, or failure to maintain satisfactory work progress.

*Sanctions* – In the event of a breach of the contract by the City, the Department shall have the right, power and authority, in its sole discretion, without violating the contract or releasing the surety; to perform the work or any part thereof with Department personnel and equipment; to re-let the work upon such terms and conditions as the Department shall deem appropriate; to employ any other methods that it may determine are required for completion of the contract in an acceptable manner; and to withhold any sums due the City under the contract without penalty or interest until the work is completed.

*Notice* – Before invoking any of the sanctions provided for herein, the Department, acting through the Engineer, will give the City at least seven (7) days written notice with a copy to the surety, which will set forth the breach of contract involved and the sanctions to be imposed. The Department, in its discretion, may grant the City time in excess of seven (7) days within which to comply with the contract terms and the time allowed will be set forth in writing. If the Department determines during such period that the City is not proceeding satisfactorily to compliance, it may impose the sanction after twenty-four (24) hours notice to the City. If the Department determines that the City is not in compliance at the end of the time allowed, it may immediately impose any of the sanctions set forth herein and will advise the City, in Writing, with a copy to the surety of the sanctions imposed.

*Payment* – After declaration of default, the City will be entitled to receive payment for work satisfactorily completed, less any sums that may be due the Department from the City. The Department, at its election, may retain the sum due the City, or any portion thereof, without interest or penalty, until the contract work is completed; or it may make payment to the City upon declaration of default for work satisfactorily completed to the date that notice of default is received by the City. Determination of the method of payment shall be in the sole discretion of the Engineer, and he will advise the City, in writing, of his determination with reference to the specific type of work or service to be performed.

If all costs or expenses incurred by the Department arising out of the breach and imposition of sanctions, together with the total cost to the Department of securing the performance of the work set forth in the contract, exceed the sum that would have been payable under the contract, the City and the Surety shall be liable to the Department for such excess and shall pay such amount to the Department.



*Authority of Engineer* – The Engineer will exercise the powers and discretion vested in him by the contract conditions in carrying out the term of this article. He will have full power and authority to carry out any orders, directives, or resolutions issued by the Department in connection with a declaration of default. In the event that the Department fails to specify the sanctions to be imposed, the notice to be given, or the method of completing the work, the Engineer may, in his discretion, impose such sanctions, give such notice, and select such methods of completing the work, as are authorized by this article, and such actions shall have the same effect and validity as if taken pursuant to an express order, directive, or resolution of the Department.

*Obligations of City and Surety* – No term or terms of this article and no action taken pursuant hereto by the Department of Transportation, its agent, or employees, will be construed to release or discharge the City or the Surety upon the obligation set forth in the contract bonds, and the City and the Surety shall remain bound thereon unto the Department until the work set forth in the contract has been completed and accepted by the Department and all obligations of the City and the Surety arising under the contract and contract bond have been discharged.

### ***INSPECTION, ACCEPTANCE, MEASUREMENT, AND PAYMENT***

*Inspection* – All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the City to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

*Basis of Acceptance* – It is intended that the work will be completed in a neat, workmanlike manner. Gapped or rolled down, uncut areas will not be considered acceptable. Vegetation around structures, delineators, mail boxes, guardrail and sign posts shall be mowed to provide a neat appearance; however, the City will not be required to perform hand trimming.

**Exhibit "B"**

**Mowing Information for Jacksonville- This reimbursement is based upon a maximum of 6 routine mowing cycles for this current mowing season**

NC53, Western Blvd Ext., US 17 to Gateway North

Length (Miles): 1.2

Shoulder Miles: 4.8

Cost/sh.mile: \$65.65 - Reimbursement (Cycle): \$315.12 - Total Projected Reimbursement: \$1,890.72

Grand Total: \$1,890.72

ORDINANCE (2011-)

AN ORDINANCE AMENDING THE FISCAL YEAR 2012 BUDGET

BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina that the following amendment to the Fiscal Year 2012 General Fund budget is hereby enacted:

**GENERAL FUND**

REVENUES	BUDGET	CHANGE	TOTAL
NCDOT MOWING	960	931	1,891
TOTAL ADJUSTMENTS		931	
TOTAL FUND REVENUES	47,599,450	931	47,600,381

EXPENDITURES	BUDGET	CHANGE	TOTAL
RECREATION-PARKS	1,903,962	931	1,904,893
TOTAL ADJUSTMENTS		931	
TOTAL FUND EXPENDITURES	47,599,450	931	47,600,381

*The purpose of this budget amendment is to appropriate anticipated revenue from NCDOT per the mowing contract to fund overtime in the Parks budget.*

This ordinance shall be effective upon its adoption.

ADOPTED by the Jacksonville City Council in regular session this 18th day of October 2011.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Carmen K. Miracle, City Clerk

Attachment

**B**



# Request for City Council Action

Agenda Item:	9
Date:	10/18/2011

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**Subject:** Bid Award – City Hall Exterior Envelope Project

**Department:** Public Services/Engineering Division

**Presented by:** Wally Hansen, Infrastructure and Capital Projects Manager

**Presentation:** Yes

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## Issue Statement

City Staff began to identify water infiltration issues upon occupying City Hall after its renovation. Staff has attempted to work with the contractor to address the issues with no success. Following the recommendations of previous environmental studies, the City hired John Sawyer Architects, PC to design the necessary repairs.

The City worked with the architect to prequalify bidders who had experience in restoration projects similar to the type of work required for the rehabilitation of City Hall. Bids were received and opened on October 11, 2011.

Based upon our review of the bids, staff recommends award of this project to the low bidder, Progressive Contracting Co., Inc., of Sanford, NC.

## Financial Impact

Funding is needed to cover the expenses related to construction, construction administration, and a 10% contingency for unforeseen circumstances.

## Action Needed

Consider approving the Budget and CIP Amendments and the award of a contract to Progressive Contracting Co., Inc. for the City Hall Exterior Envelope Project.

## Recommendation

Staff recommends Council approve the Budget and CIP Amendments and award the bid to Progressive Contracting Co., Inc. in the amount of \$1,033,000.

Approved: ☒ City Manager ☐ City Attorney

## Attachments:

- A Budget Amendment
- B Bid Tabulation Sheet
- C CIP Description Page
- D CIP Amendment



# Staff Report

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## Bid Award – City Hall Exterior Envelope Project

### **Introduction**

City Staff began to identify water infiltration issues upon occupying City Hall after its renovation. Staff has attempted to work with the contractor to address these issues with no success. As a result, the City has completed three indoor environmental studies in various areas of the building to determine the severity of the problem. The City then hired an engineer to conduct an analysis and provide recommendations based on the studies.

Following these recommendations, the City hired John Sawyer Architects, PC to design the necessary repairs. Repairs include removal and installation of brick veneer; removal and replacement of windows; soaps, and mold remediation

This remediation project will be constructed in two phases with City Hall remaining open for regular business during both phases. The first phase of work will include the Johnson Boulevard side of the building from the employee entrance near Council Chambers across the North clock tower and around the drive thru lane to New Bridge Street. During this phase, the public entrance from the parking lot will be closed and the staff entrance near Council Chambers will become the temporary public entrance facing Johnson Boulevard.

The second phase of work will include the New Bridge Street side of the building from the drive thru lane down New Bridge Street and around the post office end of the building back to the employee entrance near Council Chambers. During this phase, the public and employee entrances on New Bridge Street will be closed along with the employee entrance on the Johnson Boulevard side of the building. The public entrance on the Johnson Boulevard side of the building will remain open. Additionally, the Johnson Boulevard employee entrance in the two-story portion of the building will become a temporary public entrance.

The City worked with the architect to prequalify bidders who had experience in restoration projects similar to the type of work required for the rehabilitation of City Hall. Five firms were prequalified and four submitted bids.

The bid price included a lump sum amount to furnish all labor and materials to correct the water infiltration issues. The bidders also included a unit price for mold remediation that exceeded a surface area of 2,000 square feet in the event that the damage is more extensive than originally thought.

Bids were received and opened on October 11, 2011. The low bidder was Progressive Contracting Co, Inc., out of Sanford, NC in the amount of \$1,033,000.

### **Stakeholders**

- City of Jacksonville employees
- City of Jacksonville residents
- Visitors to the City

### **Options**

Option 1: Approve the Budget CIP Amendments and the Award the Bid to Progressive Contracting Co., Inc. in the amount of \$1,033,000. **RECOMMENDED**

Pros: Much needed repairs will be made to prevent future water intrusion into the building.

Cons: Expenditure of funds that could have been used on another project to correct design and/or construction related errors.

Option 2: Reject all bids and direct staff to rebid the project.

Pros: None.

Cons: Delay of the project which will cause further damage to Jacksonville City Hall.

ORDINANCE (2011-)

AN ORDINANCE AMENDING THE FISCAL YEAR 2012 BUDGET

BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina that the following amendment to the Fiscal Year 2012 Capital Reserve and City Hall Envelope Project budgets is hereby enacted:

**CAPITAL RESERVE - GF7099**

EXPENDITURES	BUDGET	CHANGE	TOTAL
COUNCIL INITIATIVES	1,267,579	(1,202,300)	65,279
TRANSFER TO CAPITAL PROJECTS	8,051,804	1,202,300	9,254,104
TOTAL ADJUSTMENTS		-	
TOTAL PROJECT EXPENDITURES	30,113,727	-	30,113,727

*To transfer \$1,202,300 from Capital Reserve to the City Hall Envelope Project.*

**CITY HALL ENVELOPE PROJECT - GF12XX**

REVENUES	BUDGET	CHANGE	TOTAL
TRANSFER FROM CAPITAL RESERVE	-	1,202,300	1,202,300
TOTAL ADJUSTMENTS		1,202,300	
TOTAL PROJECT REVENUES	-	1,202,300	1,202,300

EXPENDITURES	BUDGET	CHANGE	TOTAL
PROJECT EXPENDITURES	-	1,202,300	1,202,300
TOTAL ADJUSTMENTS		1,202,300	
TOTAL PROJECT EXPENDITURES	-	1,202,300	1,202,300

*The purpose of this budget amendment is to establish the City Hall Envelope project budget for FY12.*

This ordinance shall be effective upon its adoption.

ADOPTED by the Jacksonville City Council in regular session this 18th day of October 2011.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Carmen K. Miracle, City Clerk

Attachment

**A**

## Bid Tabulation Summary

Name of Project: **City Hall Exterior Envelope Bldg Remediation**

Bid Opening Date: **October 11, 2011**

<u>Contractor's Name</u>	<u>Base Bid Amount</u>	<u>G-2 Mold Remediation Allowance (Incl. in Base Bid)</u>
Daniels & Daniels Construction Co., Inc.	\$1,415,000.00	\$14,960.00
DS Simmons	\$1,119,000.00	\$124,000.00
Monteith Construction Corporation	\$2,077,000.00	\$14,953.00
Progressive Contracting Co., Inc.	\$1,033,000.00	\$9,000.00

I certify that this is a true and accurate tabulation of the bids received.

  
Carmen K. Miracle, City Clerk

10-13-11  
Date



Attachment

**B**



# Capital Improvement Plan

## City of Jacksonville, NC

2012 *thru* 2016

Project # **EN-12 GF1212**  
Project Name **City Hall Envelope Project**

Type	Improvement	Department	Public Services
Useful Life	30	Contact	Wally Hansen
Category	Buildings	Priority	C Committed To
Part of Master Plan	Y	Growth Related	N
Externally Mandated	N	Service Related	N
		Status	Active

### Description

Repairs include removal and installation of brick veneer; removal and replacement of windows; soaps, and mold remediation. This project will be constructed in two phases to allow full use of City Hall during the remediation of the water infiltration issues.

### Justification

City Staff began to identify water infiltration issues upon occupying City Hall. Staff has attempted to work with the contractor to address these issues with no success. As a result, the City has completed three indoor environmental studies in various areas of the building to determine the severity of the problem. The City then hired an engineer to conduct an analysis and provide recommendations based on the studies. Following these recommendations, the City hired John Sawyer Architects, PC to design the necessary repairs.

Expenditures	Prior	2012	2013	2014	2015	2016	Future	Total
Engineering/Design		60,000						60,000
Construction		1,033,000						1,033,000
Contingency		109,300						109,300
<b>Total</b>		<b>1,202,300</b>						<b>1,202,300</b>

Funding Sources	Prior	2012	2013	2014	2015	2016	Future	Total
Capital Reserve Fund		1,202,300						1,202,300
<b>Total</b>		<b>1,202,300</b>						<b>1,202,300</b>

### Budget Impact/Other

IMPACT IF CANCELLED OR DEPLOYED: Ongoing operations and maintenance will continue to increase as the existing infrastructure continues to deteriorate.

Attachment

**C**

Thursday, October 13, 2011

**Ordinance 2011 – (x)**

**An Ordinance Amending the 2011/2012 City of Jacksonville  
Capital Improvement Plan (CIP) Adopted by Council June 21, 2011**

BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina, that the Capital Improvement Plan (CIP) is hereby amended as follows:

**1) City Hall Exterior Envelope Remediation Project GF1212:**

The CIP is amended by Budget Ordinance #2011 - (x) to adjust the FY12 Capital Improvement Plan to add the City Hall Exterior Envelope Remediation project. City Staff began to identify water infiltration issues upon occupying City Hall. Repairs include removal and installation of brick veneer; removal and replacement of windows; soaps; and mold remediation. Total project costs are \$1,202,300.

This ordinance shall be in full force and effective upon its adoption.

Adopted by the Jacksonville City Council in regular session on this 18<sup>th</sup> day of October 2011.

\_\_\_\_\_  
Sammy Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Carmen K. Miracle, City Clerk

Attachment

**D**



# Request for City Council Action

Agenda Item:	<b>10</b>
Date:	10/18/2011

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**Subject:** Designation of Voting Delegate for the National League of Cities Congress of Cities Annual Business Meeting  
**Department:** City Clerk's Office  
**Presented by:** Carmen K. Miracle, City Clerk  
**Presentation:** No

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## Issue Statement

The National League of Cities (NLC) Congress of Cities is scheduled to be held in Phoenix, Arizona, from November 9-12, 2011. The Annual Business Meeting will be held on Saturday, November 12, 2011 from 2:30 PM to 4:30 PM.

To be eligible to cast votes for the City of Jacksonville at the Annual Business Meeting, the City must officially appoint a voting delegate and alternate voting delegate (if needed) and submit that information to the NLC by October 30, 2011.

Council Member Jerome Willingham is currently registered to attend the NLC Congress of Cities.

## Financial Impact

None

## Action Needed

Appointment of Voting Delegate

## Recommendation

Appoint Voting Delegate to cast the Cities votes at the NLC Congress of Cities Business Meeting.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

None